

**ASSISTANCE AGREEMENT
BY AND BETWEEN THE
STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND**

[insert official name of organization]

THIS ASSISTANCE AGREEMENT (the “Agreement”) is entered into as of its Effective Date (as said term is defined in Paragraph _____ of this Agreement) by and between the State of Connecticut, Department of Economic and Community Development (hereinafter called the “State”), acting by its Commissioner of Economic and Community Development (hereinafter called the “Commissioner”), and the [Housing Authority of the [Town / City] of _____ **OR** insert name of nonprofit organization **OR** insert name of municipal developer] (hereinafter called the “Contractor”), acting herein by its [name & title] _____, pursuant to Section 8-114d of the Connecticut General Statutes.

WITNESSETH THAT,

WHEREAS, the Contractor operates an Elderly Housing Project(s) in the [Town/City] of _____ (hereinafter called the “Municipality”), consisting of _____ dwelling units and necessary facilities, known as _____ (hereinafter called the “Project”);

WHEREAS, the Commissioner had previously entered into an Assistance Agreement to develop said Project pursuant to Part VI of Chapter 128 of the Connecticut General Statutes for an Elderly Housing Project(s) and said Project is eligible for financial assistance pursuant to Connecticut General Statutes (hereinafter “CGS”) § 8-114d;

WHEREAS, the Contractor, pursuant to CGS § 8-114d, has submitted an application for a grant-in-aid, in a form and manner prescribed by the Commissioner, for a Resident Services Coordinator on behalf of persons who reside in State-Assisted Rental Housing for the Elderly (hereinafter called the “Program”);

WHEREAS, State is willing to provide funding to the Contractor utilizing grant-in aid available to the State, through periodic payments for the intended uses and purposes of the Program subject to compliance with and satisfaction of the terms and conditions set forth in this Agreement; and

WHEREAS, the State and Contractor wish to define the terms and conditions of the financial assistance the State will extend the Contractor for the Program and the duties and obligations of the parties to the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and promises of the parties herein contained, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and State hereby agree as follows:

ARTICLE I. DEFINITIONS

1. "Project Documents" shall mean this Agreement and all documents executed by the Contractor in connection with this Agreement.
2. "Eligible Costs" shall mean the costs associated with the Program as detailed in CGS § 8-114d for which funds are to be used in carrying out the Program, as detailed in Exhibit A, and in those documents required to be submitted for each Payment; provided, however, that costs incurred in connection with this Agreement that are determined to be ineligible under the Program by the State shall not constitute Eligible Costs.
3. "Event of Default" shall have the meaning assigned to such term under Article IX of this Agreement.
4. "Payment" shall mean an advance of Program funds by the State to the Contractor for Eligible Costs. Payments may be requested no more two times per year and the amount disbursed shall be based on the total numbers of hours multiplied by the hourly rate according to the number of elderly units in the Elderly Housing Project(s), as determined by the State.
5. "Request for Payment" shall mean the document submitted by the Contractor to make a Payment request, containing the required information and certifications, and in the form specified by the Commissioner.

ARTICLE II. FINANCIAL ASSISTANCE

1. This Agreement shall be a Master Agreement.
2. The Commissioner will make available financial assistance on an annual basis to eligible housing providers under the Program in the form of grant-in-aid, which grant-in-aid shall not be in excess of the total cost of the Program, as approved by the Commissioner, for each fiscal year in which this Agreement shall remain in force and effect.
3. Annually, the State shall notify the Contractor of the availability of Program funds for the upcoming fiscal year. The Contractor shall then complete and submit a RSC Management Plan, which shall be attached hereto as Exhibit A and made a part hereof. The revised Exhibit A, upon execution by all parties and at the commencement of the period referenced in said Exhibit A, shall update and replace the Exhibit A from the prior fiscal year.
4. The State, based on available resources, will pay to the Contractor on behalf of eligible families residing in State-Assisted Rental Housing for the Elderly the grant-in-aid provided in Paragraph 2, hereon, after approval of the requisition of funds as hereinafter

provided. Each payment under the Program shall be released, according to the following schedule, provided that the quarterly financial statement report(s), for the previous quarter(s) has been received and is on file with the State and the funds are available:

Payment One: July 15
Payment Two: January 15

5. In the event the Connecticut General Assembly no longer funds this Program, or decreases or increases the amount of funding, the Commissioner may, in his/her sole discretion, terminate this Agreement or reduce or increase the amount of the grant-in-aid.

ARTICLE III. MANAGEMENT PLAN

1. It is expressly agreed that Exhibit A (RSC Management Plan) may be revised at the request of the Contractor and at the discretion of the State, within its established procedures and within available appropriations.

ARTICLE IV. METHOD OF PAYMENT / CONDITIONS TO STATE'S OBLIGATION TO MAKE PAYMENT(S)

1. The obligation of State to advance a Payment is subject to the satisfaction of the following conditions: The Contractor shall have:
 - a. Existence, Qualification, and Authority. Contractor shall provide to State any evidence required by State to demonstrate the existence, qualification, and authority of Contractor to execute this Agreement and to perform the acts necessary to carry out the Activity.
 - b. Annual Operating Budget. Contractor shall adopt and provide State, upon request, with its annual operating budget (the "Annual Operating Budget").
 - c. Payments. Any payments requested will be used solely to pay or reimburse Eligible Costs actually incurred or paid by the Contractor in accordance with this Agreement.
 - d. Documentation. The Contractor shall maintain such documentation as State may reasonably request, and shall submit to the State any document so maintained upon request. The Contractor agrees that it will manage all State funds in accordance with this Agreement, and any, or all other policies, procedures, regulations and guidelines established and issued by the Commissioner.
 - e. Demonstrated Need. The Contractor shall file with the Commissioner, unless waived, a written statement, relative to such requisition, demonstrating the present need for the funds requisitioned, that the amount sought is reasonable, and that the purposes for which it proposes to expend the same are within the purview of the Agreement; and

- f. Timing. Contractor may request Payments no more frequently than two times a year to pay or reimburse Contractor for Eligible Costs. State shall use reasonable efforts to process Payment requests within thirty (30) days from the receipt of the request. Each request for Payment will be processed upon compliance with all of the terms, conditions and covenants of this Agreement. State shall not be obligated to make Payments unless State is satisfied, in its discretion, that the conditions precedent to the making of such advances have been satisfied by Contractor.
- g. Requisition Form. The Contractor shall requisition funds on forms prescribed by the Commissioner which shall show in detail the purposes for which the Payment so requisitioned will be used and in the manner prescribed by this Agreement. Payment will be made based upon said requisition forms.
- h. Documentation. If requested by the Commissioner, the Contractor will promptly demonstrate to the satisfaction of the Commissioner that it has complied with any particular provision of this Article.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

The Contractor represents and warrants, as of the date hereof, the following:

1. Existence and Qualification. The Contractor is a [municipal housing authority **OR** nonprofit organization **OR** municipal developer_] duly organized and validly existing and qualified to do business under the laws of the State of Connecticut and is in full compliance with all recording and filing requirements.
2. Payment of Liabilities. The Contractor shall pay and discharge in the ordinary course of its business all material obligations and liabilities, the nonpayment of which could have a material or adverse impact on its financial condition, business, or assets or on the operation of the Program or Contractor, except such obligations and liabilities that have been disclosed to State in writing and are being contested in good faith.
3. Compliance with Laws. The Contractor shall promptly and faithfully comply with, conform to and obey all present and future federal, state and local statutes, regulations, rules, ordinances and other legal requirements applicable by reason of the Program or this Agreement.
4. Authority. The Contractor has the requisite power, right, and legal authority to execute, deliver, and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance, and observance of its obligations under this Agreement. This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of the Contractor enforceable against the Contractor in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of

creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party.

5. Use of Funds. The Contractor covenants and agrees that it shall use the proceeds from this Agreement only to pay or reimburse Eligible Costs and in accordance with Exhibit A, and any modifications thereof. If any proceeds of this Agreement shall be determined to have been used by Contractor for something other than an Eligible Cost, an equal amount from non-state funds shall become immediately due and payable to State; provided, however, that the Contractor shall, subject to its full cooperation with State, be entitled to participate in any opportunity to remedy, contest, or appeal such determination.
6. No Litigation Material to the Contractor. Except as disclosed to and approved by State in writing, no action, proceeding, investigation, litigation or administrative proceeding before any court or governmental body or agency is now pending, nor, to the best of Contractor's knowledge, is any such litigation or proceeding now threatened, or anticipated against Contractor that, if adversely determined, would have a material adverse effect on the financial condition, business, or assets of Contractor or on the Contractor's ability to perform and observe its obligations under this Agreement or that would either directly or indirectly have an adverse effect on Contractor's ability to participate in the Program.
7. No Conflict of Interest. The Contractor has adopted and agrees to enforce measures appropriate to assure that no officer, agent or employee of the Contractor shall have or acquire voluntarily an interest in an agreement or proposed agreement in connection with the Program.
8. No Legal Bar. The execution, delivery, performance, or observance by the Contractor of this Agreement will not, to the best of Contractor's knowledge, materially violate or contravene any provisions of:
 - a. Any existing law or regulation, or any order or decree of any court, governmental authority, bureau, or agency;
 - b. The organizational documents of the Contractor; or
 - c. Any mortgage, indenture, security agreement, contract, undertaking, or other agreement or instrument to which the Contractor is a party or that is binding on any of its properties or assets, the result of which would materially or substantially impair the Contractor's ability to perform and discharge its obligations under this Agreement.
9. No Violation of Law. To the best of the Contractor's knowledge, this Agreement and the operation of the Program as contemplated by the Contractor do not violate any existing federal, state, or local laws or regulations.
10. Commingling. The Contractor will not mingle or commingle any proceeds of this Agreement with any other monies obtained by it to meet the cost of the Program, or with

any other funds of the Contractor from whatever source derived, without prior written approval of the Commissioner.

11. Representations in Other Documents. All statements filed by the Contractor with the State, any certification, financial statement, legal opinion or other instrument delivered by or on behalf of the Contractor pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made as of the date of this Agreement, and at and as of the date of each Payment. All representations and warranties made under this Agreement are correct and complete and shall survive the execution and delivery hereof and shall not be deemed to be waived by any investigation, which may be made by the State.

ARTICLE VI. WITHHOLDING PAYMENTS

1. Notwithstanding any other provisions of this Agreement, the Commissioner may, in his/her sole discretion, elect to terminate this Agreement, cause the State to withhold payment of requisitioned funds, require that all unexpended State funds be returned to the State, or pay any proper charge of the Project, if he/she finds that:
 - a. the Contractor has made to the Commissioner any misrepresentation in its request or in any supplement thereto or amendment thereof, or in this Agreement, any modification hereof or in or with respect to any document furnished pursuant hereto; or
 - b. in the opinion of the Commissioner, the Contractor has not taken all proper steps necessary to the disposition of any pending litigation which could adversely affect the Program; or
 - c. the Contractor has failed to comply with any provision of this Agreement; or
 - d. the Contractor has a contractual default with the Commissioner; or
 - e. the Contractor has abandoned or terminated the Program; or
 - f. any changes shall have been made in any of the basic elements of the Program without the Commissioner's prior written approval; or
 - g. in the event the State has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the fiscal year, or earlier if the Agreement is terminated, return to the State in full, any unexpended funds within 30 days; or
 - h. at any time, the State may determine that the funds committed to the Program exceed either the funds available for the Program or necessary for Program completion and, may, by letter, reduce the amount accordingly.
2. In no event shall the making by the State of any payment on account of any grant-in-aid provided by this Agreement, constitute or be construed as a waiver by the State of any breach of covenant, condition or any other default which may then exist on the part of the Contractor, and the making of such payment by the State, which any such breach or default shall exist, shall not impair or prejudice any right or remedy available to the State with respect to such breach or default.

3. The Contractor will promptly deposit in its existing Administrative Expenditures Account:
 - a. all funds received from the State pursuant to this Agreement, as payment on account of the grant-in-aid provided; and
 - b. any other funds allocated for the Program.

ARTICLE VII. SUPERVISION AND INSPECTION

1. The Contractor will provide, or cause the provision of, competent and adequate supervision and inspection of all work in connection with the Program.
2. The State shall have the right to inspect, to the extent deemed necessary by the Commissioner, all work in connection with the Program during the term of the Agreement and for a period of three (3) years after the later of: the expiration of this Agreement; or the expiration of the time period set forth in Exhibit A. The Contractor will cooperate fully with State in connection with matters set forth in this Article VII. The Contractor will take all steps necessary to assure that, for the purposes of this Agreement, the Commissioner will be permitted to audit, examine and inspect all work in connection with the Program, and all Agreements, documents, payrolls, employment conditions, and any and all data records pertaining to said Program.
3. The Contractor will, at such time as the Commissioner may request, furnish him/her with such periodic reports and statements, and documentary data and information, pertaining to the Resident Service Coordinator Program, including but not limited to progress and status reports of the Program.
4. The Contractor shall keep and maintain at its offices for a minimum period of three (3) years, after the last applicable audit of the Program, full and accurate books, minutes, records, and other documents, including but not limited to books of account, relating to its receipt and payment of funds and any other records and documents pertaining to the Program that State may be required to maintain or report under the rules, regulations and policies now or hereafter applicable to the Resident Service Coordinator Program, including but not limited to such data as will permit a speedy and efficient audit and will fully disclose:
 - a. the amount and disposition by the Contractor of any funds provided under this Agreement;
 - b. all items or costs chargeable or which are proposed to be charged pursuant to this Program;
 - c. resident assessment materials; and
 - d. records of referrals for services.
5. The Contractor shall provide for an audit acceptable to the Commissioner, in accordance with the provisions of CGS § 7-396a. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will

comply with federal and state single audit standards as applicable. It is further understood that an audit conducted by the State will be considered acceptable.

ARTICLE VIII. SAFEGUARDING FUNDS

1. Report of Events of Default. The Contractor shall within 14 calendar days give written notice to State upon becoming aware of any Event of Default under this Agreement.
2. The Contractor will safeguard all funds becoming available to it for the undertaking of this Resident Service Coordinator Program by insurance, or by fidelity or surety bonds, as shall be satisfactory to the Commissioner.
3. The Contractor will carry out the Resident Service Coordinator Program with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions of this Agreement. The Contractor will incorporate in each Agreement entered into by it with respect to the Program such provisions and conditions as may be necessary to enable the Contractor to carry out the Program and to observe, require appropriate observance of, perform, and carry out the provisions of this Agreement.

ARTICLE IX. RIGHTS AND REMEDIES IN EVENT OF DEFAULT OR BREACH

1. Event of Default. Each of the following shall constitute an "Event of Default" for purposes of this Agreement:
 - a. Except as otherwise provided herein, the failure of the Contractor to punctually and properly perform any other covenant or agreement contained in this Agreement, including the failure to provide in a timely manner any report, notice, financial record, or other document required to be produced or requested by the Commissioner in relation to the Program, or the failure to forebear from any unpermitted act and such failure shall continue and remain unremedied for a period of thirty (30) days after written notice thereof, provided, however, that if such failure cannot be remedied in such time, the Contractor shall have an additional thirty (30) days to remedy such failure so long as the Contractor is diligently and in good faith pursuing such remedy;
 - b. Any representation, warranty, or certificate given or furnished by or on behalf of the Contractor shall prove to be materially false as of the date of which the representation, warranty, or certification was given, provided, however, that if any representation, warranty, or certification that proves to be materially false is due merely to the Contractor's inadvertence, the Contractor shall have a thirty (30) day opportunity after written notice thereof to cause such representation, warranty, or certification to be true and complete in every respect;
 - c. The Contractor shall file, or have filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, or shall file any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, and such petition shall not have been vacated within thirty (30) days; or shall be adjudicated bankrupt or insolvent, under any present or future

statute, law, regulation, under state or federal law, and such judgment or decree is not vacated or set aside within thirty (30) days;

- d. The Contractor shall make an assignment for the benefit of creditors, or shall submit in writing Contractor's inability to pay its debts as they become due;
 - e. A receiver, trustee, or liquidator shall be appointed for the Contractor or any substantial part of the Contractor's assets or properties, and not removed within thirty (30) days;
 - f. The failure of the Contractor to comply with all pertinent provisions of local, state and federal laws, rules and regulations, in connection with this Agreement;
 - g. The Contractor shall dissolve or liquidate, or be dissolved or liquidated, or cease to legally exist, or merge or consolidate with or into any corporation or entity, without the prior written consent of the Commissioner;
 - h. Judgment or judgments for the payment of money shall be rendered against the Contractor and any such judgment shall remain unpaid, unstayed on appeal, unbonded, undischarged or undismissed for a period of ninety (90) consecutive days.
2. If the Contractor shall default in any of its obligations under this Agreement, or shall commit or allow any breach of covenant hereunder, and such default or breach shall not have been cured or remedied, as may be appropriate, within thirty (30) days after notice thereof shall have been given by the Commissioner, or such longer period of time as the Commissioner may allow, in writing, then, the State acting by the Commissioner shall have, to the fullest extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:
- a. the right to a writ of mandamus or injunction or similar relief against the Contractor, or any or all of the members of its governing body, or against the officers, agents, or representatives of the Contractor as may be appropriate, because of such default or breach;
 - b. the right to have a receiver appointed by a court of competent jurisdiction to take possession and control of the property and assets of the Contractor as pertains to the Program;
 - c. the right to suspend all further payments by the State to the Contractor until such noncompliance is cured to the satisfaction of the Commissioner;
 - d. the right to enforce the performance or observance of any obligations, agreements or covenants of the Contractor in this Agreement or in any other Activity document executed by the Contractor and delivered to the State in connection with this Agreement; and

- e. the right to demand repayment of any funds paid under this Agreement used for ineligible costs;
 - f. the right to terminate this Agreement for just cause; and/or;
 - g. the right to maintain any and all actions at law or suits in equity or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement or to protect the interests of the State.
3. If the State shall not exercise any of the remedies set forth in the preceding section for the curing or remedying of any default or breach of covenant, or any other right or remedy, in no event shall non-exercise be construed as a waiver of any subsequent default or breach of covenant by the Contractor.
 4. Repayment to State Based Upon Audit. In the event that the audit demonstrates that the actual expenditures made by the Contractor in connection with the Program are less than the maximum allowable amounts for Payment by the State, as set forth herein, any such excess Payment made by the State in respect of this Agreement shall become immediately due and payable by the Contractor to the State.
 5. Expenses Incurred Upon Event of Default. The Contractor shall reimburse State for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by State as a result of one or more Events of Default by Contractor under this Agreement.

**ARTICLE X. COMPLIANCE WITH PERTINENT LAWS/
LAWS, REGULATIONS, RULES AND EXECUTIVE ORDERS**

The Contractor warrants that it has complied, and shall continue to comply with all pertinent provisions of local, shall be deemed an Event of Default and shall constitute a breach of this Agreement.

1. Minority Business Enterprise. For purposes of this Article: "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent (51%) or more of the capital stock, if any, or assets of which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise, (b) who have the power to direct the management and policies of the enterprise and (c) who are members of a minority, as such term is defined in subsection (a) of CGS § 32-9n; and "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligation; and "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; and "Commission" means the Commission On Human Rights And Opportunities; and "Public works contract" means any agreement between any individual, firm or corporation and the

State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees; and "Contractor" means the Contractor, Contractor's architect, consultants, general contractor or any vendor, supplier or subcontractor of the Contractor or of Contractor's general contractor.

DECD has determined that this Agreement is not a "Public works contract". However, specifically, but not by way of limitation, the Contractor agrees to the following:

2. Compliance with Nondiscrimination and Affirmative Action in accordance with CGS § 4a-60.

a. (1) The Contractor agrees and warrants that in the performance of this Agreement 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 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, 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 Agreement 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 CGS § 4a-60 and 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 CGS § 4a-60 §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and CGS § 46a-56. If the Agreement is a Public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

b. 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.

c. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

d. The Contractor shall include the provisions of this Article in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

e. The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

3. Further Agreements re Compliance with Nondiscrimination.

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 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; 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; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56; the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and CGS § 46a-56.

b. The Contractor shall include the provisions of subsection 3 a. in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

4. Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three (3) of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three (3), or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, 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 Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Contractor agrees as part consideration hereof, that this Agreement is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. 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 and the State Labor Commissioner.
5. Executive Order No. 17. This Agreement is subject to the provisions of Executive Order No. Seventeen (17) of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen (17), notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the 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 Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.
6. Executive Order No. 16. This Agreement is subject to, and Contractor hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.
7. Nondiscrimination
 - a. Pursuant to the provisions of CGS § 4a-60a, (1) The Contractor agrees and warrants that in the performance of the Agreement 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 the 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 Agreement or understanding and each vendor with which such Contractor has an Agreement of 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 employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and CGS § 46a-68f and with each regulations or relevant order issued by said Commission pursuant to CGS §§ 46a-56, 46a-68e and 46a-68f; (4) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and CGS § 46a-56.
- b. the Contractor shall include the provisions of subsection (a) of this section in every subcontractor or purchase order entered into order to fulfill any obligation of an Agreement 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 subcontractor or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by 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 State may so enter.

ARTICLE XI. STATE HELD HARMLESS

1. **Governing Law.** Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement.
2. **No Waiver.** Neither failure nor delay on the part of State in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Contractor there from shall be effective unless the same shall be in writing, signed on behalf of State by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Contractor in any case shall entitle the Contractor to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of State's right to take other or further action in any circumstances without notice or demand.
3. **Jurisdiction.** The Contractor agrees that the execution of the Agreement and the other documents referenced herein, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut situs and the Contractor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, his/her successors or assigns may commence hereunder or thereunder. Accordingly, the Contractor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any of the other documents referenced herein or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.
4. **Sovereign Immunity.** Contractor recognizes that the State is sovereign and agrees not to make any claims of a right to use the defense of sovereign immunity as the State's agent without the prior written consent of the Commissioner to be granted in his/her sole discretion. Nothing contained herein may be construed as a waiver or limitation by the Commissioner of the State's sovereign immunity.
5. **Indemnification.** The Contractor shall and hereby agrees to indemnify, defend, and hold State, and its agents, officials, and employees, harmless from and against any and all suits, damages, claims, causes of actions, demands, judgments, penalties, costs, expenses, attorney's fees, and any and all injuries to persons or property and all other matters arising out of or incurred in connection with the performance by the Contractor of the terms, conditions, and covenants of this Agreement or in connection with the Program.
6. **Remedies Cumulative.** All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

ARTICLE XII. MISCELLANEOUS PROVISIONS

1. **No Conflicts.** The Contractor will adopt and enforce measures appropriate to assure that no member of its governing body and none of its officers or employees shall, prior to the completion of the Resident Services Coordinator Program, acquire voluntarily any interest in any Agreement or proposed Agreement in connection with the undertaking of the Resident Services Coordinator Program.
2. **Limitation.** Neither this Agreement nor any acts in pursuance of this Agreement shall obligate the State to enter into any Agreement for other or additional financial assistance in connection with the Resident Service Coordinator Program.
3. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to permit the effective carrying out and operation of the Resident Service Coordinator Program.
4. **Cooperation.** The Contractor further agrees to assist and cooperate with the Commissioner in making an evaluation of the progress and effectiveness of the Resident Service Coordinator Program, to the extent that the Commissioner shall deem necessary.
5. **Assignment.** The Contractor may not assign any of its obligations pursuant to this Agreement to any other agency or person; provided, however, that the Contractor may contract or subcontract for the performance of any work pursuant to this Agreement. The Contractor shall promptly furnish copies of all subcontracts entered into pursuant to the Resident Service Coordinator Program to the Commissioner.
6. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and shall not be deemed fully executed unless and until approved by the Attorney General of the State of Connecticut.
7. **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless made in writing and signed by all parties.
8. **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of State or of the Contractor, or of any other person, shall in and by itself be deemed or construed by any person to create any relationship of third party beneficiary, or of principal and agent, of limited or general partnership, or of joint venture. No contractor, subcontractor, vendor, or other person dealing with Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to the Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by State and any such person in writing, they may not enter any claim or bring any such action against State under any circumstances. Except as provided by law, or as otherwise agreed to in writing between State and such person, each such person shall be deemed to have waived in writing all right to seek redress from State under any circumstances whatsoever.

9. Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by, first-class mail, postage prepaid, addressed as follows:

If to State:
Department of Economic and Community Development
505 Hudson Street
Hartford, Connecticut 06106-7106
Attn: Commissioner
RE: Resident Service Coordinator Program

With a copy to:
Assistant Attorney General – Housing
55 Elm Street
Hartford, Connecticut 06106

If to Contractor: [Name and address]

With a copy to: [Name and address]

or to such other address or person as shall be designated from time to time by notice.

10. Headings. The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.
11. Entire Agreement. This Agreement embodies the entire agreement and understanding between State and the Contractor and supersedes all prior verbal and written agreements by, and between the parties.
12. Effective Date. This Agreement shall be effective upon the date that it is approved by the Attorney General of the State of Connecticut following its execution by the parties hereto (the "Effective Date").
13. Warranties/Representation. It is understood that the State has relied upon each of the warranties and representations of the Contractor contained herein and would not have entered into this Agreement but for said warranties and representations.
14. Parole Evidence. This Agreement shall be the final repository of all of the terms, conditions, and understandings of the parties hereto. The parties mutually release and discharge each other from any prior understanding and/or agreements concerning this Activity.

ARTICLE XIII. SAFEGUARDING CLIENT INFORMATION

1. The State and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this Agreement with all applicable federal and state law concerning confidentially.

ARTICLE XIV. LITIGATION

1. The Contractor shall provide prompt written notice to the Commissioner of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under this Agreement.

ARTICLE XV. RESIDENT SERVICES COORDINATOR PROGRAM OPERATION

1. The Contractor will provide a Resident Services Coordinator to all tenants within the State-Assisted Elderly Project(s) and at a level that does not exceed funding availability.
2. The Contractor will undertake an assessment of needs for any tenant requesting services. Each tenant will be assessed using the Functional Assessment and Care Plan Form, which is attached hereto as Exhibit B, and incorporated into this Agreement by reference as if fully set forth herein.
3. The Contractor will adequately document all services provided to the tenants, including but not limited to: types of services or referrals, conflict resolution, etc.
4. The Contractor will provide Quarterly Reports as required by the State on the progress, effectiveness and cost efficiency of the Resident Services Coordinator Program. The Contractor will report on the Quarterly Report Form, which is attached hereto as Exhibit C, and incorporated into this Agreement by reference as if fully set forth herein.
5. The Contractor will provide a year-end report as required by the State on the overall effectiveness and cost efficiency of the Resident Services Coordinator Program. The Contractor will submit a Year End Narrative Report Form, which is attached hereto as Exhibit D, and incorporated into this Agreement by reference as if fully set forth herein.

Remainder of page intentionally left blank, signatures on following page.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[Contractor]

(Name & Title of Authorized Individual)

By:

Its:

Date:

STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC &
COMMUNITY DEVELOPMENT

Joan McDonald, Commissioner

Date:

By: Rick Robbins

Community Development Administrator

Pursuant to a Delegation of Authority dated _____
which Delegation remains in full force and effect

APPROVED AS TO FORM:

_____, 20__

Name:

_____ Attorney General

EXHIBIT A
RSC MANAGEMENT PLAN

EXHIBIT B
FUNCTIONAL ASSESSMENT AND CARE PLAN FORM

EXHIBIT C
QUARTERLY REPORT FORM

EXHIBIT D
YEAR END NARRATIVE REPORT FORM