

# Exhibit 31

**Memorandum of Understanding  
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and UPPER ALBANY NEIGHBORHOOD  
COLLABORATIVE, INC.**

This Memorandum of Understanding ("MOU") is made and entered as of this 6<sup>th</sup> day of October, 2023 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and UPPER ALBANY NEIGHBORHOOD COLLABORATIVE, INC. ("Subrecipient") a Connecticut non-profit, non-stock corporation with a business address of 1229 Albany Avenue 1<sup>st</sup> Floor, Hartford, CT 06112.

**Preliminary Statement**

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Five Hundred and Fifty Thousand Dollars (\$550,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

**Terms and Conditions**

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition,

upon termination by either party, Subrecipient shall be responsible for providing BCHA a written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
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- j) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- k) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]
6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
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  - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
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  9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
  10. **Non-discrimination.** (1) BCHA and Subrecipient agree and warrant that in the performance of the MOU the parties 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
    - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient 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 Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient r 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 Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

**11. Protection of Confidential Information.** (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BCHA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BCHA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BCHA, DECD, any State of Connecticut entity or any affected individuals

**12. Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.


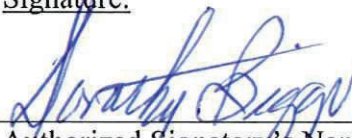
**13. Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.
15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.



22. **Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient\_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Dorothy Biggs
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Board Vice Chairman

# Appendix A: Budget Narrative

Upper Albany

## GRANT REPORTING REPORT

DECD

Step #1: Before the grant is received please submit the following PROJECTIONS:		
Description	Budget Narrative	Projected Amount
Administrative Staff		
Exec/CEO Salary		
Salaries-Admin. Staff		
Salaries-Program Staff		
Salaries-Technical Staff		
Salaries - Other		
Employee Benefits		
Payroll Taxes		
Bonuses		
Other Personnel Expenses		
Non-employee contracted services-Administrative		
	60,000 5,000.00 monthly x12 Pgm Dir	\$90,000.00
Non-employee contracted services-Programmatic	30,000 2,500.00 monthly x12 Pgm Mgr	\$4,000.00
Non-employee contracted services-Technical	80.00 50 wks - Tech Supp	\$355,000.00
Other Contracted Services	24+ Youth Pgms & Comm Events	\$25,000.00
Occupancy costs (lease, mortgage, utilities, insur.		\$1,000.00
Marketing, Publicity, Advertising		\$5,000.00
Supplies and Materials		\$2,000.00
Telecommunications		\$500.00
Postage & Shipping		\$1,500.00
Travel & Meetings		
	50,000 4,000 monthly x12 Pgm	\$50,000.00
Other-not covered above (1)	Consultant	\$15,000.00
Other-not covered above (2)	Program Audit/ Tax Preparation	\$550,000.00
Total		

Step#2 Please submit ACTUAL EXPENDITURES AT THE END OF THE GRANT PERIOD



## **Appendix B Sample Program Evaluation**

### **Narrative Questions for DECD Final Report that BHCA will Submit to the State**

1. Is there any additional information to share regarding how the grants funds were used?
2. Did receiving the grant funds from the State of Connecticut leverage other funding sources? If so, what source? (municipal, state, regional, national government, private, etc.)
3. Was the grant funding from the State of Connecticut used to create new or support existing jobs within your organization?
4. If yes to question number 3, indicate the number of jobs created or supported:
  - a. Number of full-time positions:
  - b. Number of part-time positions:
5. Do you collect demographic data (age, race, ethnicity, etc.) of the people served by your organization?
6. What method or process do you use to gather demographic data?
7. How does your organization utilize the data?
8. Was the State of Connecticut credited for its support?
9. Is there anything else you would like to share regarding how your organization benefited from the grant funding?

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  - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;



- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient 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 Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient 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 Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

**11. Protection of Confidential Information.** (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BCHA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BCHA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BCHA, DECD, any State of Connecticut entity or any affected individuals

**12. Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.



**13. Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.



14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.
15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

**22. Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient\_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Adrienne W. Cochran
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Chief Executive Officer

# Exhibit 33

**Memorandum of Understanding  
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and BERKINS FAMILY LLC**

This Memorandum of Understanding ("MOU") is made and entered as of this 5<sup>th</sup> day of March, 2024 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and BERKINS FAMILY LLC ("Subrecipient") a Connecticut Limited Liability Company with a business address of 33 Weir Street, Glastonbury, CT 06033.

**Preliminary Statement**

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Fifty Thousand Dollars (\$50,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

**Terms and Conditions**

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition, upon termination by either party, Subrecipient shall be responsible for providing BCHA a written program evaluation and financial report for any completed or partially completed



portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programming utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) Subrecipient shall invoice BHCA in accordance with the financial reporting schedule outlined in Appendix A. BHCA shall pay invoices within thirty (30) business days upon receipt of invoices and reports.
- h) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- i) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days.
- j) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- k) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]
6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
  - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit

is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.
- 7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
- 8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty four (24) hours of notice of the event.
- 9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
- 10. **Non-discrimination.** (1) BCHA and Subrecipient agree and warrant that in the performance of the MOU the parties 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
  - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient 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 Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient r 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 Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.



**11. Protection of Confidential Information.** (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BCHA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BCHA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BCHA, DECD, any State of Connecticut entity or any affected individuals

**12. Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.



**13. Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.
15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.



**22. Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient\_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

<b>BHCA</b>	<b>SUBRECIPIENT</b>
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Douglas K. Barber
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Co-Owner

# Exhibit 34

**Memorandum of Understanding  
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and CONNECTICUT HARM REDUCTION  
ALLIANCE, INC.**

This Memorandum of Understanding ("MOU") is made and entered as of this 6<sup>th</sup> day of October, 2023 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and CONNECTICUT HARM REDUCTION ALLIANCE, INC ("Subrecipient") a Connecticut non-profit non-stock corporation with a business address of 28 Grand Street, Hartford, CT 06106.

**Preliminary Statement**

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of One Hundred Thousand Dollars and One Cent (\$100,000.01) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

**Terms and Conditions**

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition,

upon termination by either party, Subrecipient shall be responsible for providing BCHA a written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programing utilizing Grant Funds, prominent credit must be given to DECD and BCHA by including the following phrase, *“with the support of the Department of Economic and Community Development and Blue Hills Civic Association.”*
- g) Subrecipient shall invoice BHCA in accordance with the financial reporting schedule outlined in Appendix A. BHCA shall pay invoices within thirty (30) business days upon receipt of invoices and reports.
- h) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- i) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- j) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- k) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.



5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]
6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
  - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit

is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

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- 7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
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- 9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
- 10. **Non-discrimination.** (1) BCHA and Subrecipient agree and warrant that in the performance of the MOU the parties 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
  - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient 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 Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient r 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 Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

**11. Protection of Confidential Information.** (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BCHA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BCHA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BCHA, DECD, any State of Connecticut entity or any affected individuals

**12. Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.



**13. Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.



14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.
15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

**22. Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient\_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

<b>BHCA</b>	<b>SUBRECIPIENT</b>
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Mark A. Jenkins
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> CEO

# Exhibit 35



**Memorandum of Understanding  
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and DON'S KITCHEN LLC**

This Memorandum of Understanding ("MOU") is made and entered as of this 1<sup>st</sup> day of March, 2024 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and DON'S KITCHEN LLC ("Subrecipient") a Connecticut limited liability company with a business address of 44 South Main Street Unit 1, East Windsor, CT 06088.

**Preliminary Statement**

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Twenty Five Thousand Dollars (\$25,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

**Terms and Conditions**

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition, upon termination by either party, Subrecipient shall be responsible for providing BCHA a written program evaluation and financial report for any completed or partially completed



portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programing utilizing Grant Funds, prominent credit must be given to DECD and BCHA by including the following phrase, *“with the support of the Department of Economic and Community Development and Blue Hills Civic Association.”*
- g) Subrecipient shall invoice BHCA in accordance with the financial reporting schedule outlined in Appendix A. BHCA shall pay invoices within thirty (30) business days upon receipt of invoices and reports.
- h) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- i) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- j) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- k) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]
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- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
  - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit

is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

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  - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient 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 Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
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21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

**22. Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient\_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

<b>BHCA</b>	<b>SUBRECIPIENT</b>
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u>
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u>

# Exhibit 36



**Memorandum of Understanding  
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and HARTFORD HEALTH INITIATIVE  
INC.**

This Memorandum of Understanding ("MOU") is made and entered as of this 6<sup>th</sup> day of October, 2023 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and HARTFORD HEALTH INITIATIVE INC. ("Subrecipient") a Connecticut non-profit, non-stock corporation with a business address of 47C Congress Street Hartford, CT 06114.

**Preliminary Statement**

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

**Terms and Conditions**

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition, upon termination by either party, Subrecipient shall be responsible for providing BHCA a

written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programing utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) Subrecipient shall invoice BHCA in accordance with the financial reporting schedule outlined in Appendix A. BHCA shall pay invoices within thirty (30) business days upon receipt of invoices and reports.
- h) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- i) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- j) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- k) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]
6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
  - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit

is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.
7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BCHA and Subrecipient agree and warrant that in the performance of the MOU the parties 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
- a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;



- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient 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 Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient r 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 Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

**11. Protection of Confidential Information.** (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BCHA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BCHA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BCHA, DECD, any State of Connecticut entity or any affected individuals



**12. Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.

**13. Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.
15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

**22. Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Chavon Hamilton-Burgess
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Executive Director



# Exhibit 37

**Memorandum of Understanding  
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and HARTFORD HURRICANES INC.**

This Memorandum of Understanding ("MOU") is made and entered as of this 8<sup>th</sup> day of April, 2024 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and HARTFORD HURRICANES INC. ("Subrecipient") a Connecticut non-profit non-stock corporation with a business address of 47 Hillside Street, Manchester, CT 06042.

**Preliminary Statement**

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Ten Thousand Dollars (\$10,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

**Terms and Conditions**

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition, upon termination by either party, Subrecipient shall be responsible for providing BHCA a written program evaluation and financial report for any completed or partially completed

portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programing utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- h) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- i) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- j) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut

is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]

6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.

- (a) For purposes of this Agreement, "Perform" shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb "to Perform" includes all parts of speech. Further, for purposes of this Agreement, "Records" means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient's and Subrecipient Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
- (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.



- (f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.

7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BHCA and Subrecipient agree and warrant that in the performance of the MOU the parties 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
- a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
  - b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or

understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a68f; and
- d) Subrecipient 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 Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient r 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 Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

**11. Protection of Confidential Information.** (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a

commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BHCA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BHCA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BHCA, DECD, any State of Connecticut entity or any affected individuals

- 12. **Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.
- 13. **Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.
- 14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.


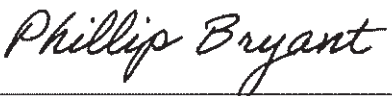


15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.
22. **Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient\_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and



against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Phil Bryant
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> President

# Exhibit 38

**Memorandum of Understanding  
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and HARTFORD LIONS SOCCER  
ACADEMY, INC.**

This Memorandum of Understanding ("MOU") is made and entered as of this 8<sup>th</sup> day of April, 2024 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and HARTFORD LIONS SOCCER ACADEMY, INC. ("Subrecipient") a Connecticut non-profit non-stock corporation with a business address of 88 Wintonbury Ave, Bloomfield, CT 06002-2540.

**Preliminary Statement**

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Ten Thousand Dollars (\$10,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

**Terms and Conditions**

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition,

upon termination by either party, Subrecipient shall be responsible for providing BHCA a written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programming utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- h) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- i) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- j) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be



required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]

6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.

- (a) For purposes of this Agreement, "Perform" shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb "to Perform" includes all parts of speech. Further, for purposes of this Agreement, "Records" means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient's and Subrecipient Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
- (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.

7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty-four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BHCA and Subrecipient agree and warrant that in the performance of the MOU the parties 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
- a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
  - b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or



understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient 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 Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient 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 Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

**11. Protection of Confidential Information.** (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a

commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BHCA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BHCA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BHCA, DECD, any State of Connecticut entity or any affected individuals

**12. Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.

**13. Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

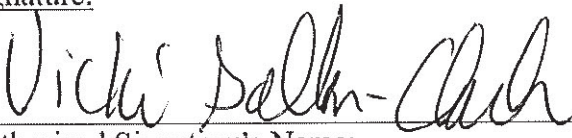

**14. Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.



15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

**22. Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient\_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

<b>BHCA</b>	<b>SUBRECIPIENT</b>
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Kenniel Martin
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Founder/ Executive Director

# Exhibit 39



LEVAS

**Memorandum of Understanding  
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and LIFT EVERY VOICE & SING GOSPEL  
FESTIVAL & FAIR, INC.**

This Memorandum of Understanding ("MOU") is made and entered as of this 1<sup>st</sup> day of March, 2024 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and LIFT EVERY VOICE & SING GOSPEL FESTIVAL & FAIR, INC. ("Subrecipient") a Connecticut non-profit non-stock corporation with a business address of 289 Granby Street, Hartford, CT 06112.

**Preliminary Statement**

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.00) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Ten Thousand Dollars (\$10,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

**Terms and Conditions**

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition,



upon termination by either party, Subrecipient shall be responsible for providing BHCA a written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programming utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- h) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days.
- i) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- j) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be

required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]

6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
  - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
  - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.



- (f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.
7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty-four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BHCA and Subrecipient agree and warrant that in the performance of the MOU the parties 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
- a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
  - b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or

understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient 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 Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient 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 Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

**11. Protection of Confidential Information.** (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a



commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BHCA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BHCA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BHCA, DECD, any State of Connecticut entity or any affected individuals

**12. Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.

**13. Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

**14. Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.

15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

**22. Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient\_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.


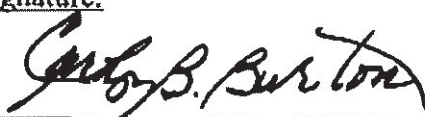
<b>BHCA</b>	<b>SUBRECIPIENT</b>
<u>Signature:</u>	<u>Signature:</u>
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u>
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u>



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**22. Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient\_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> CAROLYN Brooks-Burton
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> President





# Exhibit 40

A	B	C	D
1	<b>GRANT REPORTING REPORT</b>		
2	<b>DECD</b>		
3	<b>Step #1: Before the grant is received please submit the following PROJECTIONS:</b>		
4	<b>Description</b>	<b>Budget Narrative</b>	<b>Projected Amount</b>
5	<b>EX: Administrative Staff</b>	<b>\$25/hrX35 hrs/wk X 52 weeks</b>	<b>\$ 45,500.00</b>
6	Exec/CEO Salary	\$50/hr x12hrs/wk X52	\$ 24,000.00
7	Salaries-Admin. Staff	20.00/hrX20/wk X40	\$ 16,000.00
8	Salaries-Program Staff (2)	25.00/hr X20/wk X52	\$ 52,000.00
9	Salaries-Technical Staff		
10	Salaries - Other		
11	Employee Benefits		\$ 6,000.00
12	Payroll Taxes		\$ 10,000.00
13	Bonuses		
14	Other Personnel Expenses	Payroll service	\$ 2,500.00
15	Non-employee contracted services-Administrative	Financial Consultant: 25.00hr/X10 wk 40	\$ 10,000.00
16	Non-employee contracted services-Programmatic		
17	Non-employee contracted services-Technical		
18	Other Contracted Services	Transcription Services:\$2000	\$ 2,000.00
19	Occupancy costs (lease, mortgage, utilities, insur.	Insurance: 800.00; lease 750.00/mth X12	\$ 9,800.00
20	Marketing, Publicity, Advertising	Marketing deisgn and printing: \$5,000: Adverstising: 1,000	\$ 5,300.00
21	Supplies and Materials	General office supplies: 500 File Cabinet: 350	\$ 850.00
22	Telecommunications	Phone:70.00/month X10 (700); mobile hotspot hardware and service	\$ 250.00
23	Postage & Shipping		\$ 100.00
24	Travel & Meetings		
25	Other-not covered above	Website maintenance \$200.00; \$Software:5000; Office Furniture: 1000 Technology (4 computers) :5000	\$ 11,200.00
26	Total		\$ 150,000.00
27			
28			
29	<b>Step#2 Please submit ACTUAL EXPENDITURES AT THE END OF THE GRANT PERIOD</b>		



## ACH Authorization Form

Please provide all required information requested below:

Company Name: Hartford Health Initiative

Company Address: 10 Love Lane #203

Bank Name: Liberty Bank

Account Number: 657 767 8578

ABA/Routing Number: 2111 7028

(The ABA/Routing number is the 9-digit number on the bottom left of your check)

Account Type (check one): Checking ☒ Savings ☐ Corporate ☐

By signing below, I authorize BHCA to make ACH payments to the above listed account, and that I am the authorized account holder to whom inquires concerning ACH transfers are to be directed.

Authorized Representative Name: Chaven Hamilton-Burgess

Authorized Representative Signature: [Signature]

Authorized Representative Phone Number: (860) 956-5512

Authorized Representative Email Address: chamilton@hartfordhealth.us

Date: 10/4/23

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### BHCA USE ONLY:

ACH Payment for Invoice #: \_\_\_\_\_

ACH Total: \$ \_\_\_\_\_

ACH Date: \_\_\_\_\_

Blue Hills Civic Association  
410 Homestead Avenue, Hartford, CT 06112  
www.bluehillscivic.org  
860-560-7360  
BHCA@bluehillscivic.org  
EIN: 06-0876558



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Hartford Health Initiative Inc</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► <b>Nonprofit</b>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>10 Love Lane #203</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>Hartford, CT 06112</b>	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-			-			
<b>or</b>									
<b>Employer identification number</b>									
8	1	-	2	3	0	6	3	5	1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**From:** Chavon Hamilton-Burgess <chamilton@hartfordhealth.us>  
**Sent:** Wednesday, October 04, 2023 3:27 PM EDT  
**To:** noriegas@bluehillscivic.org <noriegas@bluehillscivic.org>  
**CC:** Vicki Gallon Clark <clarkv@bluehillscivic.org>  
**Subject:** State Funding  
**Attachment(s):** "W9\_2023.pdf", "Projected and Final Reporting\_HHI.xlsx", "SCAN0058.PDF"

Hello Sylvia,

Attached are the completed forms for the state funding. Please let me know if you have any further questions or need anything else.

Chavon