

This document is a sample only. Grantees are responsible for ensuring compliance with all Federal, State, and Local regulations.

**AGREEMENT BETWEEN GRANTEE
AND
SUBRECIPIENT**

THIS AGREEMENT, entered this **DATE** day of **MONTH**, **YEAR** by and between the **GRANTEE** (herein called the “Grantee”) and **SUBRECIPIENT** (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the State Department of Housing under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee has received **PROGRAM YEAR** Small Cities Community Block Grant Program (CDBG) funding and wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

1. SCOPE OF SERVICES

The Subrecipient shall perform all services according to the Program Description and Statement of Work attached as Appendix A and made part of this Agreement.

2. TERM OF AGREEMENT

This Agreement shall commence on the **DATE** day of **MONTH**, **YEAR**, and end on the **DATE** day of **MONTH**, **YEAR**. The term of this Agreement may be extended by mutual consent of the Grantee and Subrecipient, subject to termination provisions set forth herein and the expiration date of the Grantee’s CDBG grant from the DOH. The Subrecipient agrees to comply with the minimum fifteen (15) year real property usage requirement as outlined in the CDBG Grants Management Manual.

Make sure the timeframe works within the grant period. Provide a detailed timeframe (milestones) for specific activities/tasks involved.

3. AMENDMENTS:

Any revision to this Agreement, including Appendices, shall only be made by written amendment to this Agreement.

4. GENERAL GRANT ADMINISTRATION

The Subrecipient agrees to provide such administrative and technical support so as to effectively carry out project activities as described in the Application to DOH dated **DATE**. The Grantee has designated the firm of **GRANT ADMINISTRATOR** as its agent for certain project assistance. **GRANT ADMINISTRATOR** will provide project review and monitoring in the following compliance areas: DBRA, Sec. 3, Fair Housing and Equal Opportunity, procurement and will review and coordinate payment requests for the project. **GRANT ADMINISTRATOR** will attend job meetings as required and monitor progress and performance on behalf of the **GRANTEE**. It is specifically acknowledged in this Agreement that CDBG funds will be solely allocated to the activities approved in this Application and that the Subrecipient shall be responsible for any cost increases or overruns with regard to any other component of the project.

5. COMPLIANCE WITH APPROVED PROGRAM:

All activities authorized by this Agreement shall be performed in accordance with the approved Program Description, the approved Budget, the Grant Conditions, and the relevant CDBG regulations, as set forth in the initial grant agreement between the DOH and the Grantee. The Subrecipient may not use the CDBG-assisted facilities in any manner which does not meet the intent and requirements of such initial CDBG grant agreement and such CDBG-facilities must be used to meet the prescribed CDBG national objective under which the DOH awarded said CDBG grant to the Grantee.

6. FISCAL AND ADMINISTRATIVE RESPONSIBILITIES:

The Subrecipient agrees to comply with the provisions of 2 CFR 200 as applicable, and all requirements and standards which include but are not limited to the following:

- A. Allowable and Allocable Costs. Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in Appendix A shall control amounts of allowable expenditures within budget categories.
- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- C. Restriction on Disbursements. No money under this Agreement shall be disbursed by the Subrecipient to any contractor except pursuant to a written contract which incorporates the applicable requirements of this Contract and DOH/HUD regulations.
- D. Records and Reports.
 - 1. Establishment and Maintenance of Records:

Records shall be maintained in accordance with requirements prescribed by DOH or the Grantee with respect to all matters covered by this Contract. Except as otherwise authorized by DOH, such records shall be maintained for a period of ten (10) years after final close-out of the grant by the Connecticut Department of Housing.
 - 2. Reports:

At such times and in such forms as DOH or the Grantee may require, there shall be furnished to DOH or the Grantee such statements, records, data and information as DOH or the Grantee may request pertaining to matters covered by this Contract. The Subrecipient shall, at a minimum, submit the following reports to the Grantee:

 - a. **MONTHLY/QUARTERLY** progress reports due by the **15th day** following the end of each calendar **MONTH/QUARTER**, such reports outlining activities undertaken during the period toward completion of the Program and the progress in meeting the prescribed CDBG national objective under the Grantee's grant agreement with the DOH;
 - b. **MONTHLY/QUARTERLY** financial statements due by the **15th day** following the end of each calendar **MONTH/QUARTER**, such reports detailing all revenues and expenses applicable to the CDBG-assisted facilities and activities undertaken during such calendar **MONTH/QUARTER**;

- c. The reports required in Section 6D(2)(b)(i) and Section 6D(2)(b)(ii) above shall be submitted by Subrecipient to Grantee for a period of five (5) years following administrative closeout for the subject Program by the DOH with the Grantee, or until **DATE, MONTH, YEAR**, whichever period is longer.
 - d. A report at the conclusion of the project for which funds are provided under this agreement which summarizes the successes or failures of the assisted activity, and the level of attainment respective to the CDBG national objective prescribed under the CDBG grant agreement between the DOH and the Grantee.
3. **Real and Non-expendable Property:**
- a. **Inventory:** The Subrecipient shall keep inventory records, acceptable to the Grantee, on all real and non-expendable property purchased under this Agreement. The Subrecipient shall submit an inventory record of all items at the end of the program year and resubmit it each program year with revisions as necessary.
 - b. **Insurance and Maintenance:** For all real and non-expendable property occupied, operated and/or purchased under this Agreement, the Subrecipient shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall be named as loss payee under such policies of insurance. The Subrecipient shall also be responsible for the maintenance and upkeep of all such property.

7. ASSIGNMENT OR LIENS AGAINST CDBG-ASSISTED FACILITIES AND ASSETS:

The Subrecipient shall execute a “Use Restriction”, for all real property improved with CDBG funds awarded under this agreement. The Use Restriction must be recorded with the **GRANTEE**’s Land Records Office.

The Subrecipient shall not assign, pledge, or otherwise encumber the Subrecipient’s or Grantee’s interest in the CDBG-assisted facilities or assets without the prior written consent of the Grantee and the DOH. The Subrecipient shall not pledge or mortgage the CDBG-assisted facilities or assets as collateral for loans without the prior written consent of the Grantee and the DOH. The Subrecipient shall cure and otherwise perfect all liens placed against the CDBG-assisted facilities or assets.

8. SUBCONTRACTING:

The performance covered by this Contract shall not be subcontracted, assigned or delegated without the prior written consent of the Grantee, and the prior written consent of the DOH.

9. CDBG PROGRAM INCOME:

Any gross income directly generated from the use of the CDBG grant funds shall be used only for those activities described in Appendix A of this Agreement and the Grantee’s Program Income Reuse Plan approved by DOH. Use of CDBG Program Income received by the Subrecipient shall be governed by the Statement of Work, and CDBG regulatory requirements of 24 CFR Part 570, Subpart I.

10. LIMITATION ON FUNDING:

It is expressly understood and agreed that in no event will the Grantee pay the Subrecipient more than \$ for full and complete satisfactory performance of this Agreement. The Grantee shall compensate the Subrecipient for fulfilling this Agreement as provided in accordance with the terms and conditions contained herein.

11. MONITORING AND AUDITS OF SUBRECIPIENT:

Subrecipient Monitoring

Grantee will monitor the performance of Subrecipient in accordance with regulations of Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure compliance with all of the requirements of this Agreement and the goals and performance standards as stated in this agreement. Subrecipient shall provide Grantee all necessary reporting information as required by the DOH. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 30 days after being notified by Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

Monitoring procedures may include, but not be limited to, on-site visits by Grantee staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Grantee. If the Grantee determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Grantee to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the DOH. In addition, the Grantee will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

Subrecipient Audit Requirements

A Subrecipient that expends \$750,000 or more in federal funds, in a single fiscal year, is required to have an audit in compliance with 2 CFR 200 Subpart F. The Subrecipient is responsible for submitting a data collection form and reporting package to the federal clearinghouse within nine months of the end of the audit period.

The audit must be filed electronically on OPM's audit reporting system by the auditor. Subrecipients are required to make the audit report available to the public no later than thirty days (30) after completion of the audit.

12. PAYMENT

Requisitions for the payment of eligible expenses shall provide proof that the funds are currently needed and in accordance with the Project Budget. The State or the Grantee may review the adequacy of the Subrecipient's financial management system at any time during the term of the Agreement.

Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Appendix B of this Agreement and in accordance with Subrecipient performance.

13. TERMINATION FOR CAUSE

The Grantee may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with any term of this Agreement.

14. TERMINATION FOR CONVENIENCE

Termination for convenience: The Parties may terminate this Agreement in whole, or in part, if the Parties determine that continuation of the Agreement obligations would not produce beneficial results commensurate with the further expenditure of funds. If so decided, the Subrecipient may not incur new obligations after the effective termination date and shall cancel as many outstanding obligations as possible.

The Grantee may apply 2 CFR 200.338 “Remedies for noncompliance” in place of suspension or termination until failure is resolved. The Grantee may apply 2 CFR 200.339 “Termination” and should observe 2 CFR 200.342 “Effects of Suspension and Termination”.

15. CONFLICT OF INTEREST

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of **GRANTEE** or the Subrecipient (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract.

The Subrecipient agrees that it will incorporate into every written contract the following provision:

“INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program (CDBG), and no one with whom they have family or business ties, has any personal financial benefit, direct or indirect in this Contract.”

16. DEBARMENT AND SUSPENSION

A contract award (2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

If any part of the work covered by this Contract is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made therewith to the Owner and to the State. All subcontracts must be approved by the Owner and the State to insure they are not debarred or suspended by the Federal or State governments and to insure the Owner and the State understand the arrangements.

17. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient shall adhere to all fiscal and administrative requirements as outlined in 2 CFR 200.

18. DOCUMENTATION AND RECORDKEEPING:

Records to be Maintained. The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this Agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Appendix A, Scope of Services. Notwithstanding the term of this Agreement, all records the Subrecipient is required to maintain, including supporting documentation, shall be retained for the greater of *three years from closeout of the Federal award to the Grantee*, or the period required by other applicable laws and regulations as described in 24 CFR § 570.487 and 24 CFR § 570.488.

Access to Records. At any time during normal business hours and as often as the Grantee and/or DOH may deem necessary, Subrecipient shall make available to the Grantee and/or DOH for examination all of its records with respect to all matters covered by this Agreement. Further, the Subrecipient shall permit the Grantee and/or DOH to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Client Data and Other Sensitive Information. The Subrecipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

- a. The Subrecipient has a duty to and shall, at its own expense, protect from a Confidential Information Security Incident any and all Confidential Information that it comes to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices – as they may be amended from time to time.
- b. The Subrecipient shall develop, implement and maintain a comprehensive Written Information Security Policy (WISP) for the protection of Confidential Information that meets or exceeds current industry standards as may be amended from time to time. The safeguards contained in the WISP shall meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in the written policies of the Connecticut Department of Administrative Services (“DAS”) or DOH concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing, or both, of Confidential Information;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting Confidential Information that is stored on laptops, portable devices, and storage media or being transmitted electronically.

- c. The Subrecipient shall notify the Grantee, DAS, DOH and the Connecticut Office of the Attorney General as soon as practical, but no later than the next business day, after they become aware of or suspect that any Confidential Information which the Municipality has come to possess or control has been subject to a Confidential Information Security Incident. If a Confidential Information Security Incident has occurred which, in the sole opinion of DOH after consultation with the Attorney General, constitutes a breach of security as defined in CGS § 36a-701b, or otherwise (collectively “Breach”), the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, DOH and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals and entities affected by the Confidential Information Security Incident. Such credit monitoring and protection plans shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to CGS § 36a-701a. Such credit monitoring and 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 Breach. The Subrecipient’s costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, DOH or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Agreement.
- d. The Subrecipient shall incorporate the requirements of this Section in all subcontracts requiring each party to safeguard Confidential Information in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner the Subrecipient’s obligations pursuant to HIPAA, if applicable, or the provisions of this Agreement concerning the obligations of the Municipality to DOH or DAS.

The above section uses the terms “Confidential Information” and “Confidential Information Breach”;

- (a) “Confidential Information” shall mean any sensitive security information or personally identifiable information about an individual that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, telephone number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as facial images, fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the State classifies as “personal,” “confidential,” “restricted,” or “highly restricted,” including, but not limited to medical or disability information. Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public
- (b) “Confidential Information Security Incident” shall mean, generally, an instance where an unauthorized person or entity is suspected of having accessed Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information

that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition or encrypted or protested Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; (4) if such Confidential Information is maintained in a manner that allows for or causes a substantial risk of identity theft or fraud to an individual, the Subrecipient, Grantee, DOH, the Connecticut Department of Administrative Services (“DAS”) or the State; or (5) the accessing or disclosure of Confidential Information by any person for unauthorized purposes, regardless of whether the Confidential Information is encrypted.

19. USE OF REAL PROPERTY AND REVERSION OF ASSETS:

Upon expiration or termination of this Agreement the Subrecipient shall transfer on behalf of the Grantee, to DOH, any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG funds.

Any real property acquired or improved in whole or in part with CDBG funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use within fifteen years of Grantee’s receipt of Certificate of Completion must be approved by DOH in writing.

20. FEDERAL CONTRACT PROVISIONS

Subrecipient agrees to abide by all federal and DOH contract provisions in carrying out the subject CDBG Program. The Subrecipient agrees to incorporate into all contracts undertaken by the Subrecipient involving CDBG funds the provisions provided herein as Appendix B.

21. GENERAL CONDITIONS

A. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee and its employees, officers, and agents from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

B. Grantor Recognition

The Subrecipient shall ensure recognition of the role of the DOH in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Ground breakings and dedications shall be scheduled in cooperation with the DOH in order to provide the greatest opportunity for DOH participation in the event.

C. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 2 CFR 570.200(j), such as worship, religious instruction, or proselytization.

22. SPECIAL CONDITIONS

This section can be used to include special conditions particular to the activity or Subrecipient.

23. SPECIAL STATE CONDITIONS

- a. Funds made available to the Subrecipient by the Municipality are received from the State of Connecticut and as such the Municipality has no control over their timely response. The Municipality agrees to take all actions required to secure these funds, however, delays resulting from actions or inactions by the United States Government or State of Connecticut in making these funds available to the Subrecipient are beyond the Municipalities control and no liability to the Municipality shall attach to any such delay.
- b. Article 14 of the Municipalities Agreement with the State of Connecticut by reference shall be incorporated and attached to the Subrecipient Agreement and the Subrecipient shall comply with the requirements of this Article as a condition of funding
- c. **Dispute Resolution and Use of Consultants**
If the Subrecipient elects to utilize the services of any third-party consultant (i.e. architects/engineers) Consultant to administer all or any portion of the Small Cities project, the Subrecipient shall adequately supervise the work of any Consultant to ensure that the Subrecipient complies with the provisions of the Small Cities Program. The Subrecipient hereby acknowledges that pursuant to its Agreement, the Vernon Housing Authority as the Subrecipient of CDBG funds, is responsible to the Municipality for the Subrecipient's compliance with the requirements of the Small Cities Program, regardless of whether the Subrecipient uses a Consultant. The Subrecipient shall be actively involved with any program or project undertaken with CDBG funds, including, but not limited to, any rehabilitation and perform duties as necessary to carry out the Project/Program effectively and efficiently.
- d. **Nondiscrimination and Affirmative Action**
 - (1) This contract is subject to the provisions of Connecticut General Statutes Section 4a-60.
 - (a) For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities; "Contractor" refers to the Subrecipient":

- (b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical

disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

- (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the Contractor agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56 and 46a-68e;
- (5) the Contractor agrees to provide the Commission on human rights and opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the contract is a public work contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority/women business enterprises in public works projects.

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

(e) The Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(2) This contract is subject to the provisions of Connecticut General Statutes Section 4a-60.

(a)

(1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group

of persons on the grounds of sexual orientations, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said Commission pursuant to section 46a-56, 46a-68e and 46a-68f of the general statutes;
 - (4) the Contractor agrees to provide the Commission on human rights and opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56 of the Connecticut General Statutes.
- (b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (3) This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.
 - (4) This contract is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, and, as such, this contract may be canceled, terminated, or suspended by the Commissioner of Department of Economic and Community Development or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Commissioner of Department of Economic and Community Development and the State Labor Commissioner shall have joint and continuing jurisdiction in respect to listing all employment openings with the Connecticut State Employment Service.

Date [REDACTED]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE

SUBRECIPIENT

By _____
Jane Doe, Mayor
Town of Rural

By _____
James Smith, Executive Director
Non-profit Organization, Inc.

APPENDIX A

GRANT INFORMATION:

Grantee Name: Click or tap here to enter text.

CDBG Small Cities Grant Number: Click or tap here to enter text.

Catalog of Federal Domestic Assistance (CDFA) Number for CDBG: 14.228

CDBG Title: Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii

Federal Awarding Agency: U.S. Department of Housing and Urban Development

Subrecipient Name: Click or tap here to enter text.

Subrecipient Unique Entity Identifier: Click or tap here to enter text.

Federal Awards Obligated to Subrecipient: Click or tap here to enter text.

STATEMENT OF WORK TO BE PERFORMED BY SUBRECIPIENT:

Scope of Work

The Subrecipient will be responsible for administering the following activities in a manner satisfactory to the Grantee consistent with any standards and CDBG requirements as a condition of providing these funds.

Describe in detail all work to be performed by the Subrecipient.

Identify the roles and responsibilities of each party involved in the project, including the primary person assigned to carry out the scope of work. The CDBG application may be incorporated by reference.

Include all timelines and milestones.

National Objectives

Describe in detail the National Objective to be met by the Subrecipient as described in Grantee's Award Agreement with DOH.

Accomplishments and Records

Describe in detail how accomplishments will be achieved, all records and data that will be collected and the reporting schedule/requirements.

Budget

Identify the total amount of the Agreement and provide a line-item budget only for those activities to be undertaken under this Agreement or costs of the portion of the work relating to the Subrecipient.

CDBG PROGRAM INCOME RECEIVED BY SUBRECIPIENT:

Describe in detail the use of CDBG Program Income or the return to the local government. Any use of Program Income to be approved in advance by DOH in the Program Income Reuse Plan.

APPENDIX B

FEDERAL CONTRACT PROVISIONS

1. **Definitions:** For purposes of this Contract, the following terms shall have the meanings set forth below:
 - (a) **“Assistance”** means the CDBG grant funds provided, or to be provided, to the Grantee by the State, pursuant to the Grant Award Agreement.
 - (b) **“CDBG”** means Community Development Block Grant.
 - (c) **“Contract”** means the contractual agreement between the Grantee and the Subrecipient/Contractor to which these Federal Contract Provisions have been incorporated and made a part thereof.
 - (d) **“Contractor”** means the subrecipient/contractor whose services are retained pursuant to the Contract.
 - (e) **“Grantee”** means the unit of local government designated as the recipient of CDBG Assistance in a party to the Grant Award contract with the Connecticut Department of Housing.
 - (f) **“HUD”** means U.S. Department of Housing and Urban Development, which is the federal agency that awards and has authority over CDBG funding to the State.
 - (g) **“Owner”** means the Grantee or Subrecipient, as applicable.
 - (h) **“Project”** means the project for which the services of the Contractor have been retained pursuant to the Contract which are funded, in whole or in part, with CDBG funds.
 - (i) **“State”** means the State of Connecticut, or that agency, agency division, or Office of State government which has been delegated the responsibility for administering the CDBG program for the State of Connecticut, as appropriate.
 - (j) **“Subrecipient”** means the agent of the unit of local government as designated by an agreement.
 - (k) **“Labor Surplus Area”** means a civil jurisdiction that has an unemployment rate at least 20% above the average unemployment rate for all states, the District of Columbia, and Puerto Rico during the previous two calendar years. The Department of Labor issues the labor surplus area list on a fiscal year basis.
2. **Subrecipient/Prime Contractor Responsibilities:** Subrecipient and all contractors must be registered in the federal System for Award Management (SAM) and be eligible to receive federal contracts.
3. **Federal and State Laws:** The Contractor agrees to comply with all CDBG requirements as well as other federal and state laws, regulations, or Executive Orders. The State reserves the right to add or delete terms and conditions of this Contract as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG Program.
4. **Procurement and Contracting:** In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed contract document or agreement funded in whole or in part with CDBG funds.
5. **Ownership:** Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this Project, shall be vested in the Grantee, unless otherwise authorized by the State. When the Grantee determines that the property is no longer required for the purposes of this Project, the Grantee must notify the State and obtain approval for disposition of the property in accordance with applicable guidelines.
6. **Domestic Preferences for Procurements:** In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts. For purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. **Copyright:** Except as otherwise provided in the terms and conditions of this Contract, the Contractor paid through this Contract is free to copyright any books, publications or other copyrightable materials developed in the course of the Project and under this Contract. However, HUD and the State reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal government and State purposes:

- a. the copyright in any work developed under this Contract; and
- b. any rights of copyright to which a subcontractor purchases ownership with grant support.

The Federal government's rights and the State's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

8. **Reporting of Fraudulent Activity:** If at any time during the term of this Contract anyone has reason to believe by whatever means that, under this or any other program administered by the State, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this Contract or any other contract, such information shall be reported immediately to the appropriate authorities.

9. **Applicable Law:** In addition to the applicable Federal laws and regulations, this Contract is also made under and shall be construed in accordance with the laws of the State. By execution of this Contract, the Contractor agrees to submit to the jurisdiction of the State for all matters arising or to arise hereunder, including but not limited to performance of said Contract and payment of all licenses and taxes of whatever kind or nature applicable hereto.

10. **Certification Regarding Lobbying:** The Contractor certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: <https://www.hudexchange.info/resources/documents/HUD-Form-Sfill.pdf> in accordance with its instructions; and
- c. It will require that the language of this Section be included in the award documents for all subcontracts at all tiers.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. **Equal Opportunity and Nondiscrimination:**

The Subrecipient agrees to comply with equal opportunity requirements applicable to Community Development Block Grant activities. Specifically, the Subrecipient agrees to comply with:

- a. Title VI, Civil Rights Act Of 1964: which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b. Title VIII, Civil Rights Act Of 1968: which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. The DOH (and Grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.
- c. Section 109, Housing and Community Development Act Of 1977: which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
- d. Age Discrimination Act of 1975: which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- e. Americans with Disabilities Act of 1990: which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- f. Section 504 of the Rehabilitation Act of 1973: which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- g. Executive Order 11063: as amended by Executive Order 12259, which requires equal opportunity in housing and related facilities provided by federal financial assistance.
- h. Executive Order 11246: as amended by Executive Orders 11375 and 12086, which prohibit discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts.

12. **Certification of Nonsegregated Facilities**: The contractor certifies that the entity does not maintain or provide for employees any segregated facility at any of its establishments, and those under the contractors control. Contractor further certifies that they will not maintain or provide for employment segregated facilities at any of the Contractor's establishments, and Contractor will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor further agrees they will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that Contractor will retain such certification in their files; and that they will forward this notice to such proposed subcontractors.

13. **Drug Free Workplace**: By signing this agreement, the contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. This requirement is applicable to all Contracts and Subcontracts of \$100,000 or more.

14. **Federal Labor Standards Provisions**: (*Applicable to construction contracts in excess of \$2,000*)

This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts and the Contract Work Hours and Safety Standards Act will be enforced. (see attached HUD Form 4010 Federal Labor Standards).

15. **Build America, Buy America:** *(Applicable to infrastructure projects in excess of \$250,000)*

This agreement is for a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022.

16. **Architectural Barriers Act and Americans with Disabilities Act:** *(Applicable on construction contracts utilizing CDBG funds)*

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, people with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or reallocated under this subpart after November 21, 1996, and that meets the definition of residential structure as defined in 24 CFR 40.2, or the definition of building as defined in 41 CFR 101-19.602(a), is subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards. For general type buildings, these standards are in appendix A to 41 CFR part 101-19.6. For residential structures, these standards are available from the Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Disability Rights Division, Room 5240, 451 Seventh Street, SW, Washington, DC 20410; telephone (202) 708-2333 (voice) or (202) 708-1734 (TTY).

17. **Energy Policy and Conservation Act:** *(Applicable on construction contracts utilizing CDBG funds)*

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Connecticut’s energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

18. **Lead-Based Paint:** *(Applicable on construction contracts utilizing CDBG funds)*

Contractor shall carry out all work within the procedures established by the Grantee with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821-4846](#)), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851- 4856](#)), and implementing regulations at [24 CFR Part 35](#).

19. **Section 3, Compliance and Provision of Training, Employment and Business Opportunities:** *(Applicable to construction projects of \$200,000 or more in HUD covered assistance)*

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC § 1701u). Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development at 24 CFR Part 75.

- a. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

- b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - c. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
 - d. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
 - e. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
 - f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
 - g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
20. **Compliance with Air and Water Acts:** *(Applicable to construction contracts and related subcontracts exceeding \$100,000)*

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- a. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

- c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the contractor that they will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

In no event shall any amount of the Assistance be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.