

**American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds
Subaward Agreement**

**THE TOWN OF HAMDEN
and
UNITED WAY OF GREATER NEW HAVEN**

Article I. Overview.

Section 1.1. Parties. The parties to this agreement (“Agreement”) are the TOWN OF HAMDEN, CONNECTICUT (“Town”) and United Way of Greater New Haven, a 501 (c)(3) non-profit organization created under the laws of the State of Connecticut, with its principal place of business located at 370 James Street, New Haven, Connecticut, 06513, (“Subrecipient”).

Section 1.2. Definitions. The definitions in 2 C.F.R. 200.1 are hereby incorporated into this Agreement.

Section 1.3. Roles. For the purposes of this Agreement, the Town serves as a pass-through entity.

Section 1.4. Source of Funding. the Town has received funds from the United States Department of the Treasury (the “Treasury”) pursuant to the Coronavirus State and Local Fiscal Recovery Fund under CFDA 21.027 (“ARPA Funds”), under Section 602 and 603 of Title VI the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) (Subtitle M of Title IX of Public Law 117-2) and has allocated ARPA Funds to provide funding for appropriate and qualifying expenditures as allowed under the Treasury Guidance Interim Final Rule “Coronavirus State and Local Fiscal Recovery Funds” (86 Fed. Reg. 267878).

Section 1.5. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient from the Town (“Subaward”).

Section 1.6. Disclosures. Federal regulations, specifically 2 C.F.R. 200.331(a)(1), require the Town to provide the Subrecipient with specific information about this Subaward. All required information is listed in Exhibit A (Subaward Data).

Section 1.7. Term. This Agreement shall govern the performance of the parties for the period from May 15, 2023 (the “Effective Date”) through September 30, 2026 (the “Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement or extended by the Town in its sole and exclusive discretion (the “Agreement Term”). Subrecipient must complete all Services and Activities under this Agreement no later than September 30, 2026, or the date of earlier termination of this Agreement, whichever is sooner.

Section 1.8. The United Way of Greater New Haven is the Fiscal Sponsor and Subrecipient of the ARPA funds on behalf of Hamden’s Partnership for Young Children. Pursuant to a Memorandum of Understanding (“MOU”), United Way of Greater New Haven acknowledges it is responsible to meet the terms and conditions of this Agreement and ensure Hamden’s Partnership for Young Children complies with all of the ARPA grant requirements. A copy of the MOU is attached hereto as Exhibit F, and made a part of this Agreement.

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B. Such activities are referred to in this Agreement as “Approved Activities.”

Section 2.2. Budget. Subrecipient shall perform the Approved Activities in accordance with the program budget as approved by the Town and attached hereto as Exhibit B. Such approved program budget is referred to in this Agreement as the “Approved Budget.”

Section 2.3. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the Town, which approval may be granted or withheld in the Town’s sole and exclusive discretion; nor shall Subrecipient make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of the Town, which approval may be granted or withheld in the Town’s sole and exclusive discretion.

Article III. Compensation.

Section. 3.1. Payment of Funds. The Town agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in accordance with the provisions of this Agreement in an amount not to exceed One Hundred Sixty Five Thousand and 00/100 Dollars (\$165,000.00) (“Total Agreement Funds”).

Section. 3.2. Invoices. Subrecipient shall submit invoices and associated receipts, in a format dictated by the Town, for the most recent quarter on or before the tenth (10th) day of the month following the end of the FY quarter, and in any event, no later than (30) days after the earlier of the expiration or termination of this Agreement, to:

Carol Hazen
Director, Grants & Capital Projects
Town of Hamden
2750 Dixwell Avenue, Hamden, CT 06518
Office: (203)-287-7016
Email: chazen@hamden.com

setting forth actual expenditures of Subrecipient in accordance with this Agreement. Invoices must state the period for which reimbursement is requested and shall itemize the cost by Objective and Expenditure Category to reconcile to Exhibit B, Approved Scope of Services/Budget. Within forty-five (45) days from the date it receives such invoice, the Town may disapprove the requested reimbursement claim in whole or in part. To the extent the reimbursement claim is so disapproved, the Town shall notify Subrecipient as to the disapproval. A decision by the Town to disapprove all or any part of an invoice is final. There is no appeal process for Subrecipient. To the extent the Town approves a request for payment, then the Town will disburse the funds within forty-five (45) days after receiving Subrecipient’s request for payment. To the extent the Town, in its sole and exclusive discretion, advances all or any portion of the Total Agreement Funds, the applicable monthly invoice shall fully account for

disbursements of advanced funds in the immediately prior month, together with such information as required by the Town in its sole and exclusive discretion to verify that advanced sums have been used for allowable costs and expenses.

Section. 3.3. Town's Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance. The payment of funds to Subrecipient under the terms of this Agreement shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws, as well as Subrecipient's continued compliance with this Agreement. The Town may deny payment for Subrecipient's expenditures for Approved Activities where invoices, receipts, or other reports are not submitted by the deadlines specified in this Agreement or for the failure of Subrecipient to comply with the terms and conditions of this Agreement.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Subrecipient must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, as required by the ARP/CSLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by the Town if required by applicable federal or state laws or regulations, or guidelines from the U.S. Department of the Treasury. Subrecipient shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. The Town shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B (Approved Activities); (ii) documented by contracts or other documentation consistent with the established Town and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit B (Approved Budget) shall apply to this Agreement. If Subrecipient has a Negotiated Indirect Cost Rate Agreement ("NICRA") with another federal agency that is higher than the *de minimis* indirect rate of ten percent (10%), Subrecipient's NICRA shall be used to calculate its indirect rate. See 2 C.F.R. 200.332(a)(4)(ii).

Section. 4.4. Financial and Other Reports. Subrecipient shall submit to the Town such reports and back-up data as may be required by the Federal Government or the Town, including such reports that enable the Town to submit its own reports to the U.S. Department of the Treasury at least fifteen (15) days in advance of the applicable due dates of the Town's report deadlines with the U.S. Department of the Treasury. For the U.S. Department of the Treasury reporting requirements and deadlines for project and expenditure reports and recovery plans, see the most recently issued U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery

Funds Guidance on Recipient Compliance and Reporting Responsibilities at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

This provision shall survive the expiration or earlier termination of this Agreement for so long as is necessary to fulfill the intent hereof.

Section. 4.5. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement that is found by auditors, investigators, and other authorized representatives of the Town, the U.S. Department of the Treasury, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the provisions of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be paid solely by Subrecipient, immediately upon notification of such, from funds other than those provided by the Town under this Agreement or any other agreement between the Town and Subrecipient. This provision shall survive the expiration or earlier termination of this Agreement for so long as is necessary to fulfill its intent.

Section. 4.6. Audits. Subrecipient certifies compliance with applicable provisions of 2 C.F.R. 200.501-200.521, and continued compliance with these provisions during and after the term of this Agreement for so long as is necessary to fulfill the intent of this Section. If Subrecipient is not required to have a Single Audit as defined by 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, then, upon the Town's request, Subrecipient shall have a financial audit performed yearly by an independent Certified Public Accountant. The audit shall be conducted in accordance with generally accepted accounting principles, and auditing standards generally accepted in the United States of America, on the use and status of funds governed by this Agreement. Subrecipient shall provide notice of the completion of any required audits and will provide each such audit report to the Town within sixty (60) days following completion of the applicable audit. Subrecipient shall provide the Town with notice of any adverse findings in each such audit that impact this Agreement, together with a corrective action plan to address the matters listed in the adverse findings. Such corrective action plan shall be provided to the Town within thirty (30) days after the applicable audit report and shall be subject to the Town's written approval in the Town's sole and exclusive discretion. This obligation shall survive the expiration or earlier termination of this Agreement for so long as is necessary to fulfill the intent of this Section.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by the Town no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. The Town will not accept a payment request submitted after this date. In consideration of the Town's obligations under this Agreement, Subrecipient agrees that acceptance of final payment from the Town will constitute an agreement by Subrecipient to release and forever discharge the Town, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever that Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with, or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to the Town under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the Town. Such requirements shall include submitting final reports to the Town and providing any closeout-related information requested by the Town by the deadlines specified by the Town. This provision shall survive the

expiration or earlier termination of this Agreement for so long as is necessary to fulfill the intent hereof.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded under this Agreement in accordance with this Agreement, the award agreement between the Town and the U.S. Department of the Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements, including but not limited to those stated in the Agreement and Exhibit C. Such requirements may be different from Subrecipient's current policies and practices. The Town may assist Subrecipient in complying with all applicable requirements. However, Subrecipient shall remain fully responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2);

Implementing Regulations. Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 F.R. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 F.R. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803); and

Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

This Agreement is also subject to all applicable laws, rules and regulations of the State of Connecticut, as well as all applicable ordinances, rules and regulations of the Town.

Section. 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the [Assistance Listing for ARP/CSLFRF \(21.027\)](#). These requirements dictate how Subrecipient must administer this Subaward and how the Town must oversee Subrecipient.

The applicable UG provisions are as follows:

Subpart A, Acronyms and Definitions

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Subpart B, General provisions

Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards

(except 2 C.F.R. 200.204, .205, .210, and .213)

Subpart D, Post Federal; Award Requirements (except 2 C.F.R. 200.305(b)(8) & (9), .308, .309, and .320(c)(4))

Subpart E, Cost Principles

Subpart F, Audit Requirements

2 C.F.R. Part 25 (Universal Identifier & System for Award Management)

2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information)

2 C.F.R. Part 180 (Office of Management and Budget (“OMB”) Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the Agreement Term. The Town may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of the Town’s assistance, it is the Subrecipient’s responsibility to fully comply with all UG requirements. Failure to do so may result in termination of the Agreement by the Town.

Section. 5.4. Procurement Requirements.

- (a) In matters relating to procurement of goods and/or services, the Subrecipient shall comply with local and federal procurement guidelines and provide the Town will all related documentation inclusive but not limited to copies of RFPs, bids, vendor estimates, and written documentation regarding selection of winning vendor should lowest estimate not be selected

Transactions from \$0.01 to \$2,500.00 shall be awarded prudently on the basis of the best value, using known and reliable sources of supply.

Transactions from \$2,500.01 to \$10,000.00 shall be awarded to the most “qualified” vendor based on results of three or more electronic or written quotations.

Transactions of \$10,000.01 or more shall be awarded on the results of formal bid procedures, except as provided herein.

Sole source. The purchasing agent may purchase without competitive public bidding, when requirements are met and documented consistent with requirements for sole source as defined in 2CFR 200.318-200.320.

Sole Source documentation must be submitted to the Town and approved by the Town Procurement Director prior to purchase of respective goods or services.

“**SOLE SOURCE**” shall mean one source of supply deemed acceptable or capable of meeting the specifications for a product or service and shall be qualified with a written sole source justification memo submitted to and approved by the town’s purchasing agent. The sole source written documentation must meet one or more of the following criteria per 2CFR §200.320

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (established by the Non-Federal Entity) (see paragraph (a)(1) § 200.320)
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity;
or
- (5) After solicitation of a number of sources, competition is determined inadequate.

Consortiums. Where beneficial to the town, the purchasing agent may purchase goods and services through any and all state or federal purchasing strategies or produce confirmation the supplier holds a contract awarded by the U.S. Government Services Administration (GSA) to document the federal government has conducted a public bidding process, or purchase from contracts publicly bid by a consortium. In each case, the purchasing agent may waive the requirement to obtain competitive bids or quotes upon receipt and review of documents, which shall be kept on file for examination and audit, confirming the explanation/calculation of the best-value proposition.

State bids. Where beneficial to the town, the purchasing agent may purchase goods and services from the State Bid List.

The Town agrees to assist, as requested, in the competitive bidding process.

- (b) **Reporting.** Subrecipient shall file quarterly written reports with the Town in form and substance required by the Town regarding Subrecipient's activities pursuant to this Agreement and use of funds provided under this Agreement including, without limitation, the status of all contracts utilizing funds provided under this Agreement.

Section 5.5. Subawards. In executing this Agreement, Subrecipient may not provide a further subaward of funds provided under this Agreement without prior written approval from the Town, which approval may be granted or withheld in the Town's sole and exclusive discretion.

Section 5.6. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part for use in connection with such real property with ARP/CSLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. 200.311 through 2 C.F.R. 200.316.

Section 5.7 Program Income. If Subrecipient earns program income, as defined in 2 C.F.R. 200.1 during the Agreement Term, it must segregate the gross proceeds of the program income and follow the provisions in 2 C.F.R. 200.307.

Section. 5.8. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying in 31 C.F.R. Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt 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 any of the following covered federal actions: 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. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit C (Lobbying Certifications).

Section. 5.9. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain, and provide to the Town, via screenshot, a unique entity identifier (UEI) assigned by the System for Award Management (SAM), which is accessible at www.sam.gov. The subrecipient shall provide a screenshot of UEI annually upon renewal.

Section. 5.10. Equal Opportunity and Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this Section.

(a) **Civil Rights Laws.** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(b) **Fair Housing Laws.** If applicable to Subrecipient's activities, Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(c) **Disability Protections.** Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(d) **Age Discrimination.** Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(e) **Americans with Disabilities Act.** Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.11. Suspension and Debarment. Subrecipient shall comply with the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, as adopted by the U.S. Department of Treasury at 31 C.F.R. Part 19. Subrecipient represents that neither it, nor any of its principals has been debarred, suspended, or

otherwise determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify the Town immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Section. 5.12. Federal Funding Accountability and Transparency Act of 2006. Subrecipient shall provide the Town with all information requested by the Town to enable the Town to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101).

Section. 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the Town proof of any licensure, certification, permit or accreditation upon request.

Section. 5.14. Publications. Any publications produced with funds from this Agreement shall display the following language: “This project [is being] [was] supported, in whole or in part, by funds federal awarded to the Town of Hamden, Connecticut by the U.S. Department of the Treasury under the American Rescue Pan Act of 2021.”

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that it is required to inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a contractor or subgrantee of Subrecipient.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five (5) most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues in Federal awards; and Twenty Five Million Dollars (\$25,000,000) or more in annual gross

revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five (5) most highly compensated officers to the Town within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement Term.

Section 5.19. Statement of Assurances. Subrecipient certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction), as applicable.

Section 5.20. Drug-free Workplace Requirements. Subrecipient shall comply with the U.S. Department of the Treasury's policy implementing 2 C.F.R. 182.

Section 5.21. Stevens Amendments Requirements. Subrecipient shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. Town Responsibilities. The Town shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Activities performed under this Agreement. The Town must determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Subrecipient shall take corrective action as soon as possible to remedy any and all deficiencies found by the Town and notified to Subrecipient.

Subrecipient shall fully cooperate with, and shall provide as soon as reasonably practicable, all information, agreements and documents required by the Town in connection with the Town's monitoring and evaluation of Subrecipient's performance under this Agreement.

Section. 6.2. Subrecipient Responsibilities.

- (a) **Cooperation with Town Oversight.** Subrecipient shall permit the Town to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of this Agreement, and Subrecipient agrees to ensure the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or earlier termination of this Agreement for so long as is necessary to fulfill the intent hereof.
- (b) **Cooperation with Audits.** Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the Town, the State of Connecticut, the U.S. Department of Treasury, and the U.S. Government Accountability Office. Subrecipient agrees to ensure the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or earlier termination of this Agreement for so long as is necessary to fulfill the intent hereof.

Section 6.3. Interventions. If the Town determines that Subrecipient is not in compliance with this Agreement, the Town may initiate an intervention, in accordance with 2 C.F.R. 200.208 and 2 C.F.R. 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency.

If the Town determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the Town otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify Subrecipient of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

The Town may impose the following interventions on Subrecipient, based on the level of the compliance or performance deficiency that the Town determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

- (1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period;
- (2) More frequent or more thorough reporting by the Subrecipient;
- (3) More frequent monitoring by the Town; and/or
- (4) Required Subrecipient technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues.

- (1) Restrictions on funding payment requests by Subrecipient;
- (2) Disallowing payments to Subrecipient;
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on Subrecipient.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues.

- (1) Temporary or indefinite funding suspension to Subrecipient;
- (2) Nonrenewal of funding to Subrecipient in subsequent year;
- (3) Terminating funding to Subrecipient in the current year; and/or
- (4) Initiating legal action against Subrecipient.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the satisfaction of the Town in its sole and exclusive discretion.

Section 6.4. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) for a period of at least (a) five (5) years after receipt of the final payment under this Agreement, or (b) five (5) years after the audit pertaining to this Agreement (if any), whichever is later, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of the Town, State of Connecticut, the U.S. Department of Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office. Subrecipient also shall allow the Town, the State of Connecticut, the U.S. Department of Treasury, the U.S. Government Accountability Office, and any other state or federal oversight office, at reasonable times, after reasonable notice, to access and inspect all premises at which activities funded under this Agreement are performed.

Section 6.5. Key Personnel. Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering this Agreement, including at least one project manager and one fiscal officer (“Key Personnel”). Subrecipient shall notify the Town of any changes to these personnel within ten (10) days of the change. Key personnel names, titles, and contact information are listed in Exhibit D (Key Personnel). The Town, in its sole and exclusive discretion, from time to time, may require Subrecipient to change Key Personnel, which changes must be acceptable to the Town in its sole and exclusive discretion. Subrecipient shall implement such changes as soon as reasonably practicable.

Section 6.6. Risk Assessment, Specific Conditions and Remedies. The Town has conducted or will conduct a risk assessment as required by 2 C.F.R. §200.332(b) and has determined or will determine the Subrecipient's level of risk as low, moderate, or high. Risk assessments may be repeated throughout the project period after scheduled reports, audits, unanticipated issues, or other adverse circumstances that may arise. If the level of risk evaluated is moderate or high, the Town will require specific conditions (2 C.F.R. §200.208), including but not limited to: correction of prior audit findings, monthly reporting, prior approvals for funding, or other specific condition until the Subrecipient is eligible for a low risk rating, at which time the specific condition(s) will be removed and the Subrecipient notified. In the event of noncompliance or failure to perform, the Town has the authority to apply remedies, as defined in the uniform guidance (2 C.F.R. §200.339), including but not limited to, temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate (§200.332(h)). The Town will also consider whether monitoring the results of the Subrecipient necessitate adjustments to its own record (see 2 C.F.R. §200.332(g)).

Article VII. Default and Termination.

Section. 7.1. Termination for Cause. The Town may terminate this Agreement for cause after three (3) days' written notice. Without limitation, cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

Section. 7.2. Termination Without Cause. The Town may terminate this Agreement for any reason or for no reason, in its sole and exclusive discretion, by providing Subrecipient with thirty (30) days' prior written notice.

Section. 7.3. Termination by Mutual Agreement. The Town and Subrecipient may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Section. 7.4. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Subrecipient shall not be relieved of liability to the Town because of any breach of this Agreement by Subrecipient. To the extent not prohibited by law, the Town may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due the Town from Subrecipient is determined.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Subrecipient shall be responsible for and shall indemnify and shall defend and hold the Town and its employees, officers and agents (each, an "Indemnified Person") harmless from any and all costs and expenses, including, without limitation, all costs, fees (including, without limitation, attorneys' fees), expenses, losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising out of or related to Subrecipient's acts or omissions, as well as breach of Subrecipient's representations, warranties, covenants and other obligations under this Agreement. Indemnification shall apply irrespective of the date of the assertion of any claim against an Indemnified Person and/or whether the Indemnified Person suffers or incurs any loss or liability before or after the expiration or earlier termination of this Agreement. The provisions of this Section 8.1 shall survive expiration or earlier termination of this Agreement for so long as is necessary to fulfill the intent hereof.

Section. 8.2. Insurance. Subrecipient shall maintain insurance coverages and a fidelity bond in accordance with the requirements set forth in Exhibit E (Insurance Requirements).

Section. 8.3. Governing Law, Venue and Jurisdiction. The Town and Subrecipient agree that they executed and shall perform this Agreement in the State of Connecticut. This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut without regard to its principles governing conflicts of laws. The exclusive forum and venue for all actions arising out of this Agreement is the Superior Court of the State of Connecticut located in New Haven, Connecticut. Such actions may not be commenced in, nor removed to, federal court unless required by law. If so required, exclusive federal jurisdiction shall lie in the federal District Court for the District of Connecticut. Neither party may object to such jurisdiction and venue, including without limitation, based upon any claim that any such court constitutes an inconvenient forum.

Section. 8.4. Nonwaiver. No action or failure to act by the Town constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing. Any waiver by the Town on one occasion shall not constitute a waiver of future non-compliance, except to the extent specifically stated in writing by the Town.

Section. 8.5. Limitation of Town Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Subrecipient may not assign any of its rights or delegate any of its duties under this Agreement without the Town's prior written consent, which consent may be granted or withheld in the Town's sole and exclusive discretion. Unless the Town otherwise agrees in writing, Subrecipient and all permitted assigns are subject to all the Town's defenses and are liable for all of Subrecipient's duties that arise from this Agreement, and all of the Town's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the Town:

Carol Hazen
Director, Grants & Capital Projects
Town of Hamden
2750 Dixwell Avenue, Hamden, CT 06518
Office: (203)-287-7016
Email: chazen@hamden.com

(b) If to the Subrecipient:

Jennifer McGrady Heath
President and CEO
United Way of Greater New Haven
370 James Street, Suite 403, New Haven, CT 06513

Phone: _____

Email: _____

Either party may change its contact information from time to time by notice to the party in accordance with the provisions of this Section 8.9.

Section 8.10. Due authorization. Subrecipient represents and warrants to the Town that its entering into this Agreement and the performance of its obligations under this Agreement have been duly authorized by necessary corporate action of Subrecipient and that all of its obligations under this Agreement constitute legal, valid and binding obligations of Subrecipient, enforceable in accordance with their respective terms. Subrecipient further represents and warrants that there is no other agreement, instrument or document that prevents or interferes with Subrecipient's entering into and performing its obligations under this Agreement or that would be violated by Subrecipient's entering into and performing its obligations under this Agreement.

Section 8.11. Headings and captions. Headings and captions to the articles and sections of this Agreement are for convenience only and shall form no part of this Agreement.

Section 8.12. Conditions Precedent. In addition to the condition precedent set forth in Exhibit F regarding insurance, the following are conditions precedent to the effectiveness of this Agreement:

- (a) A W-9 form executed and delivered by Subrecipient to the Town that is acceptable to the Town in its sole and exclusive discretion;

Section 8.13. Subrecipient Conflict of Interest

- (a) The Subrecipient represents and warrants that it has no interest and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of the Services under this Contract. The Subrecipient further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- (b) The Subrecipient represents and warrants that no officer, agent, or employee of the Town and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, directly or indirectly, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- (c) The Subrecipient represents and warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if these representations and warranties prove to be untrue, the Town may, at its option, terminate this Contract without penalty, liability or obligation, without limiting any and all other rights and remedies available to the Town, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- (d) The Subrecipient covenants not to employ an employee of the Town for a period of one (1) year after the date of termination of this Contract without written Town approval.

- (e) The Subrecipient shall promptly identify and inform the Town in writing of any potential conflict of interest (as set forth above) or any relationship or actions that might give the appearance that a conflict of interest (as set forth above) exists, or that a situation exists that could reasonably be viewed as affecting the Subrecipient's objectivity in performing work under this contract, including the performance of administrative or other duties to related organizations.

Section 8.14 Confidential Information

- (a) In order that the Subrecipient may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the Town to disclose confidential and proprietary information to the Subrecipient or its Associates pertaining to the Town's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Subrecipient shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the Town. The above obligation shall not apply to information already in the public domain, through no action on the part of the Subrecipient or its Associates, or information required to be disclosed by a court order.
- (b) The Subrecipient agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.
- (c) The Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Government-Grantor Agency or pass-through entity designates as sensitive or the Town considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality, as described in "Internal controls" 2 C.F.R. 200.303(e). "*Personally identifiable information*" ("PII") means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The Subrecipient shall take measures to protect PII, as defined in 2 C.F.R. § 200.79. Some information that is considered to be PII is available in public sources such as telephone books, public websites, and university listings. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized signatories and is effective as of the Effective Date.

Town of Hamden

Subrecipient

By: 
Lauren Garrett, Mayor

By: _____

Approved as to form:

Exhibit A: Subaward Data

Subrecipient Name	
Subrecipient Unique Entity Identifier:	
Federal Award Date of Award to the Recipient by the Federal Agency:	
Subaward Period of Performance Start Date:	
Subaward Period of Performance End Date:	
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	
Federal Award Project Description:	
Name of Federal Awarding Agency:	
Name of Pass-Through Entity:	
Contact Information for Town Authorizing Official:	
Contact Information for Town Project Manager:	
CFDA Number and Name:	
Identification of Whether Subaward is R&D:	
Subrecipient Indirect Costs:	

Exhibit B – APPROVED SCOPE OF SERVICES/BUDGET

Objective #1: Improve equipment, access, and use of technology for up to 10 Hamden home based licensed childcare providers.

- Activity/Task 1.1:** Update list of licensed Hamden homebased childcare providers
- Activity/Task 1.2:** Identify internet provider, technology vendors, and tech support provider for this objective
- Activity/Task 1.3:** Survey Hamden homebased providers regarding current use of technology and technology related needs
- Activity/Task 1.4:** Select up to 10 providers who report the greatest need regarding technology
- Activity/Task 1.5:** Purchase equipment; arrange for **payment of** internet access to internet provider.
- Activity/Task 1.6:** Provide tech support to the recipients via a mandatory workshop, and onsite Support, as determined by the childcare provider and tech support.
- Activity/Task 1.6:** Create, distribute, and summarize results of a post survey to assess the project’s impact

All our Kin 501c3 will conduct surveys, identify needs, procure vendors, manage vendors and report on all aspects of the technology phase of program. All Our Kin will hire a consultant to provide direct support and training as needed to the Home Childcare Providers.

Deliverables/Timeline: All project expenditures obligated by Dec. 31, 2024; project completed by Sept 30, 2026

Category of Expenditure	Total	Additional Information
<i>Equipment (over \$5,000 per item)</i>		
<i>Office/Project Supplies (under \$5,000 per item)</i>	\$6,800	Tech equipment \$680 per 10 providers
<i>Contracts for non-personnel expense</i>	\$1200 \$2000 \$1400	\$1200 All Our Kin Project Coordination (24 hrsX\$50) \$2000 (4 hrsx\$50x10 providers) Tech Support Provider: workshop and onsite 28 Contract hours to Tricia Godfrey, Shery Sadinsky and other Contractors
<i>Rent/Utilities</i>	3,000	\$50 internet fee x 12 months x 5 providers
<i>Other (under \$50,000 total)</i>		
Subtotal Objective #1	\$14,400	

Objective #2: Provide 2 years supply of health, safety, and cleaning supplies to all of Hamden’s licensed, home-based childcare providers

Activity/Task 2.1: Survey home based providers regarding needs for health, safety and cleaning supplies,

Activity/Task 2.2: Identify vendors, storage options, distribution process and ordering schedule over 18 months.

Activity/Task 2.3: Coordinate a mandatory workshop for all recipients, offered twice online, that promotes healthy child development.

Activity/Task 2.4 : Create, distribute, and summarize results of a post survey to assess the project’s impact

Deliverables/Timeline: All project expenditures obligated by Dec. 31, 2024; **project completed by Sept 30, 2026**

Category of Expenditure	Total	Additional Information
<i>Equipment (over \$5,000 per item)</i>		
<i>Office/Project Supplies (under \$5,000 per item)</i>	\$900 \$32,000	\$900: workshop related materials and resources mailed to providers \$32,000: 32 sites x \$1000 health and safety supplies over 18 months
<i>Contracts for non-personnel expense</i>	\$1300 \$4,110	\$500: Translation \$50 hr x 10 hrs \$800: Presenter for 2 online workshops (\$400 each workshop) 83 contract hours to Tricia Godfrey, Shery Sadinsky and other Contractors
<i>Other (under \$50,000 total)</i>		
Subtotal Objective #2	\$38,310	

Objective #3: Expand appreciation of and opportunities for outdoor learning and healthy development by improving outdoor environments for each licensed Hamden childcare provider (home and center based).

Activity/Task 3.1: Survey providers regarding needs for outdoor equipment and materials which expand opportunities for outdoor learning

Activity/Task 3.2: Identify vendors, distribution process and ordering schedule over 18 months

Activity/Task 3.3: Coordinate a mandatory workshop for all center based equipment recipients (minimum of one program administrator), offered twice online, that promotes healthy child development

Activity/Task 3.4 : Create, distribute, and summarize results of a post survey to assess the project's impact

Deliverables/Timeline: All project expenditures obligated by Dec. 31, 2024; **project completed by Sept 30, 2026.**

Category of Expenditure	Total	Additional Information
<i>Office/Project Supplies (under \$5,000 per item)</i>	\$51,500	\$16,000: \$500 x 32 home based sites \$31,000: \$1000 x 31 center based sites Shipping \$4,500
<i>Office/Project Supplies (under \$5,000 per item)</i>	\$1700	\$1700: workshop related materials and resources mailed to providers
<i>Contracts for non-personnel expense</i>	\$1300 \$6,590	\$500 Translation: \$50 x 10 hrs \$800: Presenter for 2 online workshops for center based providers (\$400 each workshop) 132 hours to Tricia Godfrey, Shery Sadinsky and other Contractors
<i>Other (under \$50,000 total)</i>		
Subtotal Objective #3	\$61,090	

OBJECTIVE #4: Provide training in medication, first aid, and CPR for Hamden childcare providers.

Activity/Task 4.1: Survey center base childcare providers to identify need and timing of training that works for the majority.

Activity/Task 4.2: Identify # of trainings, trainer(s), locations, and potential volume discounts

Activity/Task 4.3 Schedule, coordinate and hold trainings

Activity/Task 4.3 Survey providers and participants regarding the impact of this opportunity.

Deliverables/Timeline: All project expenditures obligated by Dec. 31, 2024; **project completed by Sept 30, 2026.**

Category of Expenditure	Total	Additional Information
<i>Equipment (over \$5,000 per item)</i>		
<i>Office/Project Supplies (under \$5,000 per item)</i>	\$ 3,375	Materials CPR- \$15 pp (225 ppl)
	\$ 4,000	Materials -Med Admin/first aid \$20pp (200 ppl)
<i>Contracts for non-personnel expense</i>	\$14,850	Trainer CPR - \$60 per person plus \$150 per class for additional instructor (4hrs 25ppl per class-9 classes- TTL 225 staff)
	\$16,600	
	\$ 175	
	\$4,700	Trainer \$80 per person Med Admin/First aid plus \$150 per class additional instructor (8 hrs- 50 ppl per class- 4 classes- TTL 200 staff) Additional Instructor \$175
		94 contract hours to Tricia Godfrey, Shery Sadinsky and other Contractors
<i>Other (under \$50,000 total)</i>		
Subtotal Objective #4	\$43,700	

TOTAL Budget for all objectives:

Category of Expenditure	Total
<i>Office/Project Supplies (under \$5,000 per item)</i>	\$100,275
<i>Contracts for non-personnel expense: 1099 contracts for Sheryl & Tricia (& possibly other 1099's); (18 hrs. per month X 18 months X \$50)</i>	\$16,800
<i>Contracts for non-personnel expense: All our Kin 501c3</i>	\$1,200
<i>Contracts for non-personnel expense: Trainings, Presenters, CPR, etc</i>	\$36,225
<i>Rent/Utilities; Internet</i>	\$3,000
<i>Other (under \$50,000 total) Administrative Fee for United Way of Greater New Haven; Fiscal Sponsor</i>	\$7,500
Total ALL Objectives	\$165,000

List all expenditures for OTHER category (not to exceed \$50,000 total):

Description of Item/Service - OTHER	Projected Cost
<i>United Way of Greater New Haven</i>	\$ 7500 Fiscal Sponsor/Admin Fee
Total OTHER:	\$7,500

Note: ARPA funds may not be used for payment of loans; creation or replenishment of lines of credit or "rainy day" funds such as reserve accounts, operating capital fund or "contingency use." In addition, ARPA funds may not be used for food & beverage, gifts of cash or items (no gift cards), promotional items (e.g., t-shirts, canvas bags); or membership dues to professional, civic, or other organizations or goods and services for personal use. Please request a copy of UHY Ineligible Expense Memo for detailed list of ineligible expenses per the federal Uniform Guidance.

Administrative Address:	2750 Dixwell Avenue, Hamden, CT 06518
Invoice Address:	
Project Manager Information	
Project Manager Name:	Carol Hazen
Project Manager Title:	Director, Grants & Capital Projects
Project Manager Email:	chazen@hamden.com
Project Manager Phone:	203.287.7016
Fiscal Officer Information	
Fiscal Officer Name:	Curtis Eatman
Fiscal Officer Title:	Director of Finance
Fiscal Officer Email:	ceatman@hamden.com
Fiscal Officer Telephone:	203.287.7007
SUBRECIPIENT INFORMATION	
Administrative Address:	United Way of Greater New Haven, 370 James Street, New Haven, CT 06513
Invoice Address:	
Project Manager Information	
Project Manager Name:	Kelly Fitzgerald
Project Manager Title:	Vice President of Economic Mobility
Project Manager Email:	kfitzgerald@uwgnh.org
Project Manager Telephone:	
Fiscal Officer Information	
Fiscal Officer Name:	Christina Fernandes
Fiscal Officer Title:	Chief Financial Officer
Fiscal Officer Email:	cfernandes@uwgnh.org
Fiscal Officer Telephone:	

EXHIBIT E: INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, Subrecipient (referred to hereinafter as the “*Contractor*”) shall deliver to the Town of Hamden (referred to hereinafter as the “*Town*”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverages carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. All policies of insurance shall be written on an occurrence basis.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. **Commercial General Liability: Minimum Limits Required:**

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person

- The Town (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as Additional Insureds (collectively, the “*Additional Insureds*” and individually, an “*Additional Insured*”) onto the CGL policy carried by the Contractor. The Additional Insured coverage shall apply on a primary and non-contributory basis and include completed operations coverages.
- The CGL policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Additional Insureds.

2. **Business Auto / Commercial Auto Insurance – Minimum Limits required:**

- \$1,000,000 Liability (combined single limit- each incident)
- The Additional Insureds will be included as Additional Insureds on the Commercial Auto/ Business Auto policy carried by the Contractor.

- The Business Auto/Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Additional Insureds.

3. Workers Compensation/Employers Liability Insurance:

- Coverages and limits as required by law Connecticut State law
- Employer's Liability Limits:
- \$500,000 each accident
- \$500,000 aggregate for injury by disease
- \$500,000 each employee for injury by disease
- The Workers' Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Additional Insureds.

4. Professional Liability Insurance Minimum Limits required (applicable only if Contractor performs professional services):

- \$2,000,000 per occurrence
- \$3,000,000 aggregate

5. Umbrella Liability/Excess Liability: Minimum Limits required (required only if the Contractor is performing professional services):

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the CGL, Business Auto and Workers Compensation/Employer Liability policies carried by the Contractor.
- The Umbrella/Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Additional Insureds.

No Limitation on Liability

With regard to any/all claims made against any Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense and with insurance companies acceptable to the Town. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days' prior written notice has been given to the Town.

**EXHIBIT F: ARPA MEMORANDUM OF UNDERSTANDING FOR FISCAL AGENT
(SEE ATTACHED)**



ARPA Memorandum of Understanding for Fiscal Agent

This agreement is between the **United Way of Greater New Haven** and **Hamden's Partnership for Young Children (HPYC)**. This agreement is dependent upon funding from the ARPA Grant program of the **Town of Hamden, Connecticut**.

For this ARPA project, which supports childcare in Hamden, the **United Way of Greater New Haven** agrees to be the fiscal sponsor for **Hamden's Partnership for Young Children (HPYC)**.

In order to support Covid relief for childcare in Hamden, the **United Way of Greater New Haven** agrees to serve as the fiscal sponsor and sub recipient of a **\$165,000.00** grant on behalf of **Hamden's Partnership for Young Children (HPYC)**. This will include receiving and signing a grant award agreement from the **Town of Hamden, Connecticut**, and disbursing funds for the proposed activities to all vendors associated with this project. The fee for **United Way of Greater New Haven** to act in this capacity is **\$7,500** and will be paid quarterly through grant funds.

All Our Kin of New Haven will support and execute one objective of this project, involving Home Childcare. **AOK** will negotiate with vendors involving this objective and submit all vendor invoices to **HPYC**. **HPYC** will submit all invoices, after review, to **United Way of Greater New Haven**.

Hamden's Partnership for Young Children (HPYC) acknowledges responsibility for implementing all aspects of the ARPA grant under the agreed upon terms and conditions of this Memorandum of Understanding. **United Way of Greater New Haven** acknowledges it is responsible to meet terms and condition of an ARPA grant award agreement and ensure **Hamden's Partnership for Young Children (HPYC)** complies with all ARPA grant requirements. This will include all financial & progress reporting, which will be completed by **HPYC**, on the grant activities requested by the **Town of Hamden, Connecticut**.

Hamden's Partnership for Young Children (HPYC) will negotiate all aspects of funding this project with vendors and contractors and submit all invoices, payroll timesheets, contracts for 1099 workers, etc. to **United Way of Greater New Haven** for approval before finalizing any purchases or work orders. **United Way of Greater New Haven** will pay all invoices and will submit ARPA reimbursement requests to the **Town of Hamden** in a time frame agreed upon by the **United Way of Greater New Haven** and the **Town of Hamden**.

Hamden's Partnership for Young Children (HPYC) understands that failure to operate within these terms and conditions may result in no longer being eligible for fiscal sponsorship by **United Way of Greater New Haven**. The **United Way of Greater New Haven** will provide **Hamden's Partnership for Young Children (HPYC)** notification in writing 20 days prior to terminating this agreement if **Hamden's Partnership for Young Children (HPYC)** is found to violate compliance to ARPA and/or the terms of this agreement.

Hamden's Partnership for Young Children (HPYC) understands that if they are unable to complete the terms of the ARPA grant it is their responsibility to notify **United Way of Greater New Haven** no later than 20 days upon discovery of inability to meet the terms of this agreement

Hamden's Partnership for Young Children (HPYC) in cooperation with **United Way of Greater New Haven**, will be responsible for documenting expenses and other reporting for this ARPA award and retaining such documentation for at least five (5) years following the completion date of the project. All documentation of this ARPA grant will be provided to the **Town of Hamden, Connecticut**, as requested.

Fiscal Agent Signature: 

Fiscal Agent Printed Name/Title: Jennifer Heath, President & CEO
United Way of Greater New Haven

Date: January 30, 2024

Sponsored Organization Signature: 

Printed Name/Title: Rita Esposito, Chair HPYC
Hamden's Partnership for Young Children (HPYC)

Date: 1/30/24

Copy to: Town of Hamden