

HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE
MEETING AGENDA
September 27, 2018
7:00 PM, ROOM 231 City Hall

- I. Welcome and Roll Call**
- II. Approval of August 23, 2018 Minutes**
- III. Public Participation**
- IV. New Business**

Action Items

Police Department

- 1a. Authorize the Purchasing Agent to execute a purchase order on behalf of the Norwalk Police Department, to Motorola Solutions, Inc., pricing per State of Connecticut Master Contract #A-99-001 for the purchase of for APX60000 and APX8000 portable radios, chargers, batteries and accessories not to exceed \$1,228,136.00. Account# 09193610 5777 C0615.
- 1b. Authorize the Purchasing Agent to execute change orders not to exceed \$12,000.00. Account# 09193610 5777 C0596.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Motorola Solutions, Inc. for the supply and installation of equipment to enhance the Police and Fire radio systems, pricing as per State of Connecticut Master Contract #A-99-001, for an amount not to exceed \$316,558.88; \$220,000.00 from Account# 091636110 5777 C0561 and remainder from Account #09163610 5777 C0615.
- 2b. Authorize Chief Thomas Kulhawik to execute change order(s) to the above agreement for the total amount not to exceed \$31,600. Account# 091636110 05777 C0561 and #091636110 5777 C0615.
- 3a. Authorize the Mayor, Harry W. Rilling to execute an agreement with low bidder, Security Specialist for supply and installation of security camera and network equipment terms and conditions as per bid #3850 for an amount not to exceed \$25,388.58. Account #09163610 5777 C0596.
- 3b. Authorize Chief Thomas Kulhawik to execute change order(s) to the above agreement for the total amount not to exceed \$2500.00. Account# 09163610 5777 C0596.

Health Department

- 4a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Yale New Haven Health System Corp in the amount of \$75,217 for the period beginning July 1, 2018 through June 30, 2019 for public health emergency preparedness.
- 4b. Authorize the Mayor, Harry W. Rilling, to execute and any and all agreements, documents, instruments or amendments as may be necessary to implement the public health emergency preparedness grant for the period beginning July 1, 2018 through June 30, 2019.
- 5a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Optimus Health Care Inc. for contract period October 1, 2018 through September 30, 2019 for the WIC Program.
- 5b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement the WIC Program for the period October 1, 2018 through September 30, 2019.

Discussion Items:

- 1. Community Infrastructure Review
- 2. Garbage & Odor

V. Old Business**Discussion Items:**

- 1. Potential Preparedness Community Awareness Events
- 2. Ryan Park Cleanup

CITY OF NORWALK
HEALTH, WELFARE, PUBLIC SAFETY COMMITTEE
August 23, 2018

ATTENDANCE: Nick Sacchinelli, Chairman; Doug Stern; Chris Yerinides;
George Tsiranides; Ernie Dumas; Doug Hempstead; Eloisa
Melendez

STAFF: Deanna D'Amore, Director of Health; LT. Hume, Police
Department; Michelle DeLuca, Deputy Director, Emergency
Management; Mary Oster, Early Childhood Coordinator

I. WELCOME - ROLL CALL

Mr. Sacchinelli called the meeting to order at 7:05 p.m. and stated that the above members were in attendance and there was a quorum present.

II. APPROVAL OF MINUTES

July 26, 2018

**** MR. TSIRANIDES MOVED TO APPROVE THE MINUTES FROM THE MEETING OF JULY 26, 2018 AS SUBMITTED.**

**** THE MOTION PASSED WITH (6) SIX IN FAVOR AND (1) ONE ABSTENTION. (MS. MELENDEZ).**

III. PUBLIC PARTICIPATION

Ms. D'Amore stated that she received an e-mail from Diane Lauricella and that she was not able to attend the meeting and read her e-mail for the record as follows:

There are important questions regarding Ryan Park that have still been left unanswered. While contamination still remains in the soil she asked how much, the concentration, where it is located and

how deep is it. The South Norwalk Citizens for Justice event could have not been clearer and there is an obligation to answer these simple but important issues before the sight is developed and the public has the right to know.

A special initiative should be considered to have all sand piles in the city covered in all contractor yards and construction sites in Norwalk immediately, and possibly offer cover discounts or special loans to smaller contractors and begin public with outreach. Please assist the South Norwalk citizens.

Larissa Santalla- 121 Woodward Avenue

Mr. Santaella stated that he has lived at 121 Woodward Avenue for over 30 years, and he has some concerns regarding certain things that are going on in their street and he has heard that SNEW will be building condominiums right next to their property and he has not received notice. He said he is concerned about the sidewalks and they are practically destroyed and the city is doing nothing about it, and the speed is horrible in front of his house and there are elderly people and children in the area and there is no crosswalk in the area or speed limit signs. He also said that City Carting on Meadow Street does not dump the garbage on Fridays and they leave it in the trucks over the weekend and it creates a very bad smell all around the area.

Mr. Sacchinelli said there will be discussion next month regarding the infrastructure review as it relates to public safety.

IV. NEW BUSINESS

Action Items:

Police Department

1a. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS UNDER THE FY2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$36,609.00

Lt. Hume said that the police department has received this grant for over ten years and it is used for high visibly patrol to put officers in places where there may have been crime issues, and it is also used for things such as the Oyster Festival and "Click or Ticket". He said the grant is from the Government and there is no cost to the city. He said there are now some political questions in the document that have been added in that deal with ICE which he is not familiar with but the Corporation Counsels office is and Ms. Belt-Jacobson is handling that.

- ** MR. YERINIDES MOVED TO APPROVE THE ITEM.**
**** THE MOTION PASSED WITH SIX (6) IN FAVOR AND ONE (1) OPPOSED (MR. DUMAS).**

1b. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS NECESSARY TO APPLY FOR AND ACCEPT GRAND FUNDS UNDER THE FY2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION PURSUANT TO SUCH GRANT FUNDING.

Early Childhood Office

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO OR AMEND CONTRACTUAL INSTRUMENTS IN THE NAME AND ON BEHALF OF THE CITY OF NORWALK WITH THE STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD FOR THE PURPOSE OF THE CHILD DAY CARE PROGRAM OPERATED BY THE CONNECTICUT OFFICE OF EARLY CHILDHOOD.

Ms. Oster stated this is the child daycare contract that comes from the State of Connecticut and it is the state funding that subsidized pre-school and toddler spots at Ely and Ben Franklin, and it will fund approximately 70 toddler spots and 40 pre-school slots and we are in terrible need of subsidized toddler care in Norwalk. She said a portion of the money will also go to Greater Norwalk Head Start program to make their shorter day a longer day so there is quality daycare for working families and that it is on a sliding scale which is closely monitored.

- ** MS. MELENDEZ MOVED TO APPROVE THE ITEM.**
**** THE MOTION PASSED UNANIMOUSLY.**

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO CONTRACT# 180ECCDC01NWK WITH THE STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD FOR THE 2018-2020 CHILD DAY CARE PROGRAM TO BE FUNDED BY THE CONNECTICUT OFFICE OF EARLY CHILDHOOD.

- ** MR. STERN MOVED TO APPROVE THE ITEM.**
**** THE MOTION PASSED UNANIMOUSLY.**

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE SUBGRANT AGREEMENTS BETWEEN THE CIT OF NORWALK AND I) STEPPING STONES MUSEUM FOR CHILDREN, INC. II) GROWING SEEDS TOO CHILD DEVELOPMENT CENTER, INC. AT BEN FRANKLIN CENTER, II) ODYSSEY LEARNING, INC. AT NATHANIEL EL CENTER, AND IV) CONNECTICUT INSTITUTE FOR COMMUNITIES, INC., FOR FUNDING, UNDER THE CHILD DAY CARE PROGRAM, FOR THE PROVISION OF CHILD CARE SERVICES IN ACCORDANCE WITH THE OFFICE OF EARLY CHILDHOOD PURCHASE OF SERVICE CONTRACT # 180ECCDC01NWK.

**** MR. HEMPSTEAD MOVED TO APPROVE THE ITEM.**

**** THE MOTION PASSED UNANIMOUSLY.**

V. OLD BUSINESS

DISCUSSION ITEMS:

1. Potential Preparedness Community Awareness Events

Ms. DeLuca distributed the flyer for this year's Annual Open house and said that a table has been added for the Health Department so that they can discuss their volunteer programs. In September they will begin to advertise the event through posters, social media and backpack stuffers for elementary students in grades Kindergarten through fifth grade. She said that the event has been successful and she is looking forward to another one. Mr. Tsiranides asked what kind of turnout is expected. Ms. Deluca said typically 2000 plus people attend. Mr. Sacchinelli said there was discussion at a previous meeting regarding doing something that's complementary that will encourage young adults to participate in awareness preparedness. Ms. Melendez suggested meeting with the cadets and get their input. Mr. Sacchinelli said that this item will be kept on the agenda going forward and determine the logistics regarding the timing and date to meet with the cadets.

2. Ryan Park Cleanup & Washington Village

Mr. Sacchinelli said the organization that is conducting the remediation was scheduled to attend tonight's meeting but unfortunately they had a last minute conflict but stated that any questions that the committee had been sent to them in writing and they would respond. Ms. D'Amore said that they can be rescheduled to attend the September meeting. Mr. Sacchinelli said he would like them to attend the meeting.

Mr. Stern asked if there is any update of the status of the buildings and conditions. Ms. D'Amore said she has not received anything but that she will follow up with Ms. Sweitzer tomorrow regarding when they will have a response to the questions from them. Mr. Stern said that he was looking forward to an update to some very serious questions. Mr. Flynn asked if it is true that everyone will have to be out of the buildings in Washington Village by Tuesday, and said it is a disaster and they are continuing to work and the list of people that are sick is huge. Ms. D'Amore said that they have received the results from the water test and they were sent directly to the state DEEP to analyze the results and provide guidance on how the water should be discarded, and they had said it could be discharged into the sanitary sewer and her staff had contacted the WPCA and they had accepted the water discharge and the water from building two was pumped into the sanitary sewer system. Mr. Dumas asked what about the rest of the buildings where water was collected in the basement. Ms. D'Amore said that the Environmental Health Director went out on July 31st to inspect 13 units within Washington Village within buildings one, two, three and four and found buildings five and seven to be vacant and he did not observe any issues of mold or mildew, and he had spoken to people directly in both units and none had given any concerns to him related to mold or mildew. She said a few residents reported infestation issues with roaches and the buildings have been exterminated twice and bait boxes have been installed around the buildings for the rat concerns. Mr. Dumas said he has a concern about that and the people in those building will not say that there is an issue because they are afraid of being evicted. He said there is a problem there and he knows everyone is trying to push the project along but the health of the tenants needs to be checked. He said he will be going there tomorrow to look because he is concerned. Mr. Hempstead requested a timeline from the Housing Authority as to when everyone will be out of Washington Village.

3. Zoning and Code Enforcement

Ms. D'Amore said she spoke with Planning & Zoning and they had stated that it states on the permit that the dirt piles are to be covered when they are not in use. Ms. Young asked if there is a height requirement. Mr. Hempstead said "yes" Mr. Sacchinelli said that he will forward this issue to Planning & Zoning.

Mr. Sacchinelli asked if there are any topics that anyone of the committee would like on next month's agenda. Mr. Dumas said "yes" 8 Merritt Place and there is an application to put the storage of portable toilets. Ms. Young said the area is not a safe healthy environment and it is a densely populated area. Mr. Sacchinelli said that he supports the

issues but suggested that Mr. Dumas forward some of the issues may need to go to the Planning Committee and suggested he forward them to John Kydes. Mr. Stern said some of the items may need immediate action and the bureaucracy of going through zoning this committee may have more teeth in terms of identifying the problem and taking some action. There was discussion ensued and Mr. Hempstead suggested maybe making a requirement that zoning notifies the Planning Committee of the zoning application are received that are “not as of right” and provide a summary of the applications to this committee. He also said an ordinance could be written for the issue with the garbage stating that no mixed solid waste can be stored on a truck for more than 24 hours.

V. ADJOURNMENT

**** MR. MELEDEZ MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:25 p.m.

Respectfully submitted,

Dilene Byrd
Telesco Secretarial Services

Norwalk Police Department

Administration

To: Health Welfare and Public Safety Committee

From: Deputy Chief Susan Zecca

Date: September 20, 2018

Re: Police Department Purchase Authorizations

The current Motorola portable radios used by the Police Department are no longer supported by Motorola and are becoming obsolete. Additionally we have identified are serious deficiencies in radio frequency coverage in Rowayton and at Norwalk and Brien McMahon High Schools. We need to purchase new portable radios for all sworn members of the department as well as enhance the existing radio system infrastructure to provide for reliable continuous communication for department operations. Both radio project purchases follow City purchasing guidelines as pricing is based on Connecticut State Master Contract A-99-001.

The current security camera system at Calf Pasture Beach and Veterans Park is obsolete and parts are no longer functioning. We seek to replace this antiquated equipment to regain reliable remote viewing of portions of both locations. The project follows City purchasing guideline as it was put out to bid # 3850 and the low bidder is being selected.

Funding for all projects was previously been approved in the capitol budget. I am requesting the following authorizations:

- 1a. Authorize the Purchasing Agent to execute a purchase order on behalf of the Norwalk Police Department, to Motorola Solutions, Inc., pricing per State of Connecticut Master Contract #A-99-001 for the purchase of for APX60000 and APX8000 portable radios, chargers, batteries and accessories not to exceed \$1,228,136.00. Account # 09193610 5777 C0615.
- 1b. Authorize the Purchasing Agent to execute change orders not to exceed \$12,000.00. Account # 09193610 5777 C0596.
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- 3b. Authorize Chief Thomas Kulhawik to execute change order(s) to the above agreement for the total amount not to exceed \$2500.00. Account # 09163610 5777 C0596.

I have attached the backup information and a Police Department representative will attend your meeting to answer any questions.



Prepared for

Norwalk Police Department
 Chief Thomas Kulhawik
 Deputy Chief Susan Zecca
 Deputy Chief James Walsh
 Lieutenant Praveen John

Date

August 3, 2018

Police APX Portable Replacement Project Total: \$ 1,228,136.00

<u>Qty</u>	<u>Description - Officer Portables (Single Band)</u>	<u>Item</u>	<u>Unit</u>	<u>Extended</u>
95	APX6000 700/800 MODEL 2.5 PORTABLE	H98UCF9PW6BN	\$ 4,389.20	\$ 416,974.00
95	ADD: ASTRO DIGITAL CAI OPERATION	Q806		
95	ADD: P25 9600 BAUD TRUNKING	Q361		
95	ADD: SMARTZONE OPERATION	H38		
95	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648		
95	ENH: MULTIKEY	H869		
95	ADD: TDMA OPERATION	QA00580		
95	ADD: ADAPTIVE NOISE SUPPRESSION	QA09006		
95	ADD: 5 YEAR SERVICE FROM THE START LITE	Q887		

<u>Qty</u>	<u>Description - Admin/ESU/K9 Portables (Multi Band)</u>	<u>Item</u>	<u>Unit</u>	<u>Extended</u>
100	APX 8000 ALL BAND PORTABLE MODEL 2.5	H91TGD9PW6 N	\$ 6,564.10	\$ 656,410.00
100	ADD: ASTRO DIGITAL CAI OPERATION	Q806		
100	ADD: P25 9600 BAUD TRUNKING	Q361		
100	ADD: SMARTZONE OPERATION	H38		
100	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648		
100	ENH: MULTIKEY	H869		
100	ADD: TDMA OPERATION	QA00580		
100	ENH: 5 YEAR SERVICE FROM THE START LITE	Q887AY		

<u>Qty</u>	<u>Description - Services</u>	<u>Item</u>	<u>Unit</u>	<u>Extended</u>
1	PROGRAMMING, ENGRAVING, CHARGER INSTALLATION	SVC03SVC0115D	\$ 19,237.00	\$ 19,237.00

<u>Qty</u>	<u>Description - Accessories</u>	<u>Item</u>	<u>Unit</u>	<u>Extended</u>
195	SPARE BATTERY IMPRES 2 LIION R IP68 3400T	PMNN4486	\$ 106.50	\$ 20,767.50
195	CARRY CASE,APX6000/8000 2.75" LOOP SWIVEL	PMLN7904A	\$ 53.63	\$ 10,457.85
100	IMPRES SPEAKER MIC W/DISPLAY APX8000	HMN4104B	\$ 309.38	\$ 30,938.00
100	EARPIECE W/TRANSLUCENT TUBE APX8000	RLN6424B	\$ 60.00	\$ 6,000.00
95	IMPRES SPEAKER MIC, 3.5MM JACK APX6000	PMMN4069A	\$ 90.75	\$ 8,621.25
95	EARPIECE W/TRANSLUCENT TUBE APX6000 3.5MM JACK	RLN4941A	\$ 53.30	\$ 5,063.50
195	CHARGER, SINGLE-UNIT, IMPRES 2	NNTN8860A	\$ 112.50	\$ 21,937.50
6	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP	NNTN8844A	\$ 937.50	\$ 5,625.00
24	HEADSET, ACCESSORY SWAT ADAPTER (APX)	SVC03SVC0117D	\$ 410.00	\$ 9,840.00
10	CHARGER,CHR IMP VEH EXT NA/EU KIT	NNTN7624C	\$ 321.75	\$ 3,217.50

<u>Qty</u>	<u>Spare Accessories</u>	<u>Item</u>	<u>Unit</u>	<u>Extended</u>
20	SPARE BATTERY IMPRES 2 LIION R IP68 3400T	PMNN4486	\$ 106.50	\$ 2,130.00
20	CARRY CASE,APX6000/8000 2.75" LOOP SWIVEL	PMLN7904A	\$ 53.63	\$ 1,072.60
10	IMPRES SPEAKER MIC W/DISPLAY APX8000	HMN4104B	\$ 309.38	\$ 3,093.80
10	EARPIECE W/TRANSLUCENT TUBE APX8000	RLN6424B	\$ 60.00	\$ 600.00
10	IMPRES SPEAKER MIC, 3.5MM JACK APX6000	PMMN4069A	\$ 90.75	\$ 907.50
10	EARPIECE W/TRANSLUCENT TUBE APX6000 3.5MM JACK	RLN4941A	\$ 53.30	\$ 533.00
20	CHARGER, SINGLE-UNIT, IMPRES 2	NNTN8860A	\$ 112.50	\$ 2,250.00
6	HEADSET, ACCESSORY SWAT ADAPTER (APX)	SVC03SVC0117D	\$ 410.00	\$ 2,460.00

Notes

Pricing per State of CT Master Contract A-99-001

Please issue PO to Motorola Solutions, Inc.

Pricing includes an additional 5% volume discount on portable radios (30% off list price total discount) per CT State Master Contract. All available incentives and promotions have been applied resulting in a maximum discounted price given.

Pricing is valid for 30 days. Price increases may result if purchased after such time.

Note on PO to ship order to 7 Great Hill Road, Naugatuck, CT 06770

Note on PO your address as the "Ultimate Destination"

Programming of UASI channels require prior authorization through Regional ESF-2 Representative

UASI programming may require additional system licenses and are the responsibility of the customer.

Programming charge includes up to 48 channels in three zones with up to three personalities and one scan list.

Programming includes up to 250 alias's. Updates to alias list will require fleetwide reprogramming.

Programming of authorized channels only. Customer is responsible for obtaining letters of approval, if needed.

Programming in addition to that noted above will be billed directly at a rate of \$95/hr

Installation of vehicle chargers assumes replacement of existing unit using existing power cabling

Installation of vehicle chargers to be completed over three mutually agreed upon days. Any wait time for vehicles or remobilization will incur additional charges.

Prepared By

Andy Langlais

NorcomCT



Authorized Channel Partner
Manufacturer's Representative.

7 Great Hill Road, Naugatuck, CT 06770

Phone 203-568-6963

Email alanglais@norcomct.com

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Prepared For
Norwalk Police Department

Prepared By: Julie Reibold - jreibold@norcomct.com
Andy Langlais - alanglais@norcomct.com

Date: Revised - August 25, 2018

Overview

Provide 4 Tx/Rx and 2 Rx only site analog, IP simulcast radio system on Frequency 1 only. Simulcast radios systems utilize precise GPS timing to allow multiple repeaters to transmit concurrently providing expanded coverage as compared to a single transmitter system.

The coverage enhancement quoted is designed to provide additional radio coverage on Police channel 1 within Brien McMahon and Norwalk High Schools and in the Rowayton area.

This proposal includes the following configuration:

- **Police Department (Dispatch and Prime Site)**
 - Provide and install GPS time standard with single antenna
 - Provide and install dedicated MLC AGUs with surge protection for CT Ave and West Rocks sites
 - Re-configure existing MLC VGU for simulcast operation
 - Provide system spares

Customer to provide UPS power at this site

- **[REDACTED]**
 - Provide and install GTR8000 repeater with MLC8000 AGU in existing rack
 - Provide and install TRAK 8835 GPS time standard with building mounted antenna
 - Interface to existing combiner and antenna system
 - Interface to customer provided T-1 phone line terminated at Police HQ

Customer to provide T-1 phone line or IP backhaul from the hospital to PD HQ



- [REDACTED]
 - Provide and install GTR8000 Repeater with MLC8000 AGU and 72" equipment cabinet
 - Provide and install TRAK 8835 GPS time standard with building mounted antenna
 - Provide and install combiner and interface to existing antenna system
 - Interface existing receivers and new GTR8000 repeater to provided combiner
 - Existing city provided backhaul will be utilized
 - Provide and install soft-wire UPS with 15 minutes of runtime

Customer to provide additional 20-amp circuit within 5' of repeater location

- [REDACTED]
 - Provide and install GTR8000 Repeater with MLC8000 AGU in 72" cabinet
 - Provide and install TRAK 8835 GPS time standard with building mounted antenna
 - Provide and install combiner and antenna system
 - Provide and install soft-wire UPS with 15 minutes of runtime

City of Norwalk responsibilities [REDACTED]

1. Provide AC power and suitable ground point within 10' of the equipment installation location.
2. Provide suitable IP backhaul network within 10' of the proposed equipment installation location

- [REDACTED]
 - Provide and install GTR8000 Repeater with MLC8000 AGU in 72" cabinet
 - Provide and install TRAK 8835 GPS time standard with building mounted antenna
 - Provide and install combiner and interface to existing antenna system
 - Provide and install soft-wire UPS with 15 minutes of runtime

City of Norwalk responsibilities [REDACTED]

1. Provide AC power and suitable ground point within 10' of the equipment installation location.
2. Provide suitable IP backhaul network within 10' of the proposed equipment installation location
3. Provide AC power as required

Equipment List:

Qty	Description	Item
1	GPS CLOCK, 10MHZ, DOCXO, 48VDC INCL ANT,100	DSTRAK88358M
1	AC POWER SUPPLY FOR 8835 GPS CLOCK	DSTRAKP001134
1	MOUNTING SHELF FOR 8835 GPS CLOCK	DSTRAK4008245101
1	RICI-T1 FAST ETHERNET TO T1 W/ EXTENDED	DS2750050000
1	RM-35 RACK MOUNT	DS8034260000
1	ETHERNET ENCRYPTED TUNNEL	DSUT3302
1	GPS CLOCK, 10MHZ, DOCXO, 48VDC INCL ANT,100'	DSTRAK88358M
1	AC POWER SUPPLY FOR 8835 GPS CLOCK	DSTRAKP001134
1	MOUNTING SHELF FOR 8835 GPS CLOCK	DSTRAK4008245101
1	RICI-T1 FAST ETHERNET TO T1 W/ EXTENDED	DS2750050000
1	RM-35 RACK MOUNT	DS8034260000
1	2620-24 ETHERNET SWITCH	CLN1856
1	MLC 8000	F2979
1	ADD: ANALOG CONVENTIONAL SIMULCAST	VA00783AA
1	ADD: 120/240VAC TO +12VDC POWER ADAPTER	VA00012AA
1	19INCH RACK MOUNT HARDWARE KIT	VA00011AA
1	GTR 8000 Base Radio	T7039
1	ADD: ASTRO SYSTEM RELEASE 7.17	CA00717AA
1	ADD: 700/800 MHZ	CA00855AA
1	ADD: ANALOG ONLY CONV SW	CA01949AA
1	ADD: ANALOG CONVENTIONAL SIMULCAST SOFTWARE	CA01952AA
1	ADD: WILDCARD W/GPIO	CA01954AA
1	ADD: RACK MOUNT HARDWARE	X153AW
2	F4NR-HC 1/2" TYPE N MALE RIGHT ANGLE CONNECTOR	DSF4NRHC
10	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	L1702
1	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE	DDN9769
1	F1TBM-C 1/4" BNC MALE CONNECTOR	DSF1TBMC
10	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT	L1700
1	GPS CLOCK, 10MHZ, DOCXO, 48VDC INCL ANT,100'	DSTRAK88358M
1	AC POWER SUPPLY FOR 8835 GPS CLOCK	DSTRAKP001134
1	MOUNTING SHELF FOR 8835 GPS CLOCK	DSTRAK4008245101
1	2620-24 ETHERNET SWITCH	CLN1856
1	ETHERNET ENCRYPTED TUNNEL	DSUT3302
1	GTR 8000 Base Radio	T7039
1	ADD: ASTRO SYSTEM RELEASE 7.17	CA00717AA
1	ADD: 700/800 MHZ	CA00855AA
1	ADD: ANALOG ONLY CONV SW	CA01949AA
1	ADD: ANALOG CONVENTIONAL SIMULCAST SOFTWARE	CA01952AA

Qty	Description	Item
1	ADD: WILDCARD W/GPIO	CA01954AA
1	ADD: RACK MOUNT HARDWARE	X153AW
1	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR	DSF4PDMV2C
1	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR	DDN9682
10	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	L1702
1	RF SPD, 698 MHZ-2.7 GHZ, 60VDC PASS, DIN,	DSTSXDCDFM
2	F4NR-HC 1/2" TYPE N MALE RIGHT ANGLE CONNECTOR	DSF4NRHC
10	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	L1702
1	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE	DDN9769
1	F1TBM-C 1/4" BNC MALE CONNECTOR	DSF1TBM-C
10	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT	L1700
1	GPS CLOCK, 10MHZ, DOCXO, 48VDC INCL ANT,100'	DSTRAK88358M
1	AC POWER SUPPLY FOR 8835 GPS CLOCK	DSTRAKP001134
1	MOUNTING SHELF FOR 8835 GPS CLOCK	DSTRAK4008245101
1	Cabinet, GTR 72" 72x22x24	DSACM82838B
1	2620-24 ETHERNET SWITCH	CLN1856
1	ETHERNET ENCRYPTED TUNNEL	DSUT3302
1	2620-24 ETHERNET SWITCH	CLN1856
1	MLC 8000	F2979
1	ADD: ANALOG CONVENTIONAL SIMULCAST C	VA00783AA
1	ADD: 120/240VAC TO +12VDC POWER ADAPTER	VA00012AA
1	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK	VA00011AA
1	GTR 8000 Base Radio	T7039
1	ADD: ASTRO SYSTEM RELEASE 7.17	CA00717AA
1	ADD: 700/800 MHZ	CA00855AA
1	ADD: ANALOG ONLY CONV SW	CA01949AA
1	ADD: ANALOG CONVENTIONAL SIMULCAST SOFTWARE	CA01952AA
1	ADD: WILDCARD W/GPIO	CA01954AA
1	ADD: BR PRESECTOR, 800 MHZ	X265AH
1	ADD: DUPLEXER, 800 MHZ	X182BX
1	ADD: RACK MOUNT HARDWARE	X153AW
1	LOW PIM COLLINEAR OMNI, 10.5 DBD GAIN, 806-869 MHZ	DSSC481SF1LDF
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	DDN1090
6	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	L1705
2	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR	DDN1077
70	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE,	L3323
3	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	DSSG7806B2A
1	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR	DSF4PDMV2C
1	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR	DDN9682
10	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	L1702



Qty	Description	Item
1	RF SPD, 698 MHZ-2.7 GHZ, 60VDC PASS, DIN, MALE/	DSTSXDCDFM
1	UPS, GXT RACKMT 2KVA/1.8KW, 3 MIN RUNTIME W	DSGXTR1800N0035YR
1	MONITORING-CONTACT CLOSURE CARD LIEBERT	DSISRELAY
3	MLC 8000	F2979
3	ADD: ANALOG CONVENTIONAL SIMULCAST C	VA00783AA
3	ADD: 120/240VAC TO +12VDC POWER ADAPTER	VA00012AA
3	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK	VA00011AA
1	FRU: POWER SUPPLY	DLN6781
1	FRU: FAN MODULE	DLN6898
1	FRU: PA 7/800 MHZ	DLN6895
1	FRU: XCVR 7/800 MHZ V2	DLN6885
1	FRU KIT, MLC80000	FLN0001
1	MLC8000 POWER SUPPLY WITH USA POWER CORD	FHN7469A
1	2620-24 ETHERNET SWITCH	CLN1856
1	RICI-T1 FAST ETHERNET TO T1 W/ EXTENDED	DS2750050000
1	GPS CLOCK, 10MHZ, DOCXO, 48VDC INCL ANT,100	DSTRAK88358M
1	AC POWER SUPPLY FOR 8835 GPS CLOCK	DSTRAKP001134
1	ETHERNET ENCRYPTED TUNNEL	DSUT3302
1	GPS CLOCK, 10MHZ, DOCXO, 48VDC	DSTRAK88358M
1	AC POWER SUPPLY FOR 8835 GPS CLOCK	DSTRAKP001134
1	MOUNTING SHELF FOR 8835 GPS CLOCK	DSTRAK4008245101
1	Cabinet, GTR 72" 72x22x24	DSACM82838B
1	2620-24 ETHERNET SWITCH	CLN1856
1	ETHERNET ENCRYPTED TUNNEL	DSUT3302
2	RICI-T1 FAST ETHERNET TO T1	DS2750050000
2	RM-35 RACK MOUNT	DS8034260000
1	2620-24 ETHERNET SWITCH	CLN1856
1	MLC 8000	F2979
1	ADD: ANALOG SIMULCAST GATEWAY	VA00783AA
1	ADD: 120/240VAC TO +12VDC POWER ADAPTER	VA00012AA
1	19INCH RACK MOUNT HARDWARE	VA00011AA
1	GTR 8000 Base Radio	T7039
1	ADD: ASTRO SYSTEM RELEASE 7.17	CA00717AA
1	ADD: 700/800 MHZ	CA00855AA
1	ADD: ANALOG ONLY CONV SW	CA01949AA
1	ADD: ANALOG CONVENTIONAL SIMULCAST SOFTWARE	CA01952AA
1	ADD: WILDCARD W/GPIO	CA01954AA
1	ADD: BR PRESELECTOR, 800 MHZ	X265AH
1	ADD: DUPLEXER, 800 MHZ	X182BX
1	ADD: RACK MOUNT HARDWARE	X153AW

Qty	Description	Item
2	F4NR-HC 1/2" TYPE N MALE RIGHT ANGLE CONNECTOR	DSF4NRHC
10	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	L1702
3	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE	DDN9769
3	F1TBM-C 1/4" BNC MALE CONNECTOR	DSF1TBMC
30	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT	L1700
2	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR	DDN9682
10	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	L1702
1	UPS, GXT RACKMT 2KVA/1.8KW,	DSGXTR1800N0035YR
1	MONITORING-CONTACT CLOSURE CARD	DSISRELAY

Project Total
\$316,558.88

- The prices shown are budgetary based on our Connecticut State Master Contract A-99-001.
- Price validity 90 days

Clarifications and Notes

1. Assumes IP or T1 backhaul is provided by customer and is not included in the price shown
2. Assumes AC power and grounding points will be provided by customer as required
 - a. This quotation doesn't include any electrical or civil work unless otherwise noted.
3. Assumes customer obtains permission for installation and operation of equipment at all sites
4. Does not include the cost of permits or permit fees if required
5. Does not include prevailing wage
6. Does not include battery backup or generator power unless noted
7. An R56 audit, Coverage Acceptance Test Plan (CATP) and coverage guarantee have not been included
8. Does not include a stress analysis, application fees/documents, drawings and/or engineering for any tower or structure.
9. **Assumes customer provides FCC licenses for an additional fee.** We recommend the city contract V-COMM to obtain FCC licenses. www.vcomm-eng.com

June 28, 2018

NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY - PROJECT #3850
Security Cameras at Calf Pasture Beach and Veteran's Park

Thank you for your response to our bid. The following pages are a summary of the responses received.

VENDOR	A Calf Pasture Beach	B Veteran's Park	TOTAL LUMP SUM PRICE (A+B)
Mercury Security, LLC dba The Mercury Group	\$19,934.60	\$13,173.00	\$33,107.60
JKS Systems*	\$15,412.56	\$10,275.04	\$25,687.60
Security Specialist	\$15,466.08	\$9,922.50	\$25,388.58
Siemens	\$20,015.69	\$13,973.93	\$33,989.62

*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms

Zecca, Susan

From: Asare, Gabriel
Sent: Thursday, September 20, 2018 4:35 PM
To: Zecca, Susan
Cc: Docimo, Michael
Subject: Authorization for Project 3850
Attachments: Purchasing Bid Response Project 3850.pdf; Security Specialists bid proposal.pdf; 3850 Security Cameras at Calf Pasture Beach and Veteran's Park-DRAFT.PDF

DC Zecca,

Here is the information you requested.

I have attached the Dib Project with the scope of work, the bid proposals and the lowest bid proposal from Security Specialists.

Project Description:

For Calf Pasture Beach we have intended to use Café Moo's facilities to install our existing NVR server to connect and record from the new cameras we would like to replace.

We would like to replace the wireless network equipment which is old and antiquated with newer equipment that the vendor will provide.

Calf Pasture Beach has 3 cameras that we connected via a wireless mesh and wireless access points that connected to Carlton Court, then back to Police Department. One camera is facing the skate park, another camera faces the beach entrance gate and another faces the parking lot. This network environment is no longer usable and must be replaced.

Calf Pasture Beach

1. Replace 3 obsolete cameras with three, 2-Megapixel outdoor PTZ cameras.
2. Replace wireless infrastructure with new wireless point to point equipment
3. Add a Cisco Switch to power cameras from café Moo.
4. Police Dept is responsible for supplying the ExaqVision network video recorder that will be repurposed from the PD Main Building Camera Upgrade.
5. Assist in programming new cameras into Exaqvision server and also add/transfer Licenses.
6. City will be responsible to make sure a network drop/static IP is present in the cafe area.
7. Allow for future addition of more cameras.
8. Provide 2 warranty on all cameras.

Veteran's Park has 2 cameras, one pointing to the Vet's Field and one boating to the boat ramp.

Veteran's Park

1. Replace the 2 existing obsolete cameras with new two, 2-megapixel outdoor IP PTZ cameras. Replace wireless mesh system with wireless network use point to point and put receiver across river at marine Unit.
2. City is responsible for supplying network drop and ports on their existing switch at Marine Unit.
3. Assist in programming new cameras into Exaqvision server and also add/transfer Licenses located in the Police Department server room. Open port on switch located in Marine Unit will be provided.
4. Provide a 2 warranty on all cameras.

Additional needs:

The City of Norwalk would like to install one (1) locked enclosure box with temperature cooling to house the NVR, the Cisco Switch and possibly other network equipment. This box would need to be protect from theft and also keep equipment air flowing and cooled.

Let me know if you need any additional information



CITY OF NORWALK
Norwalk Health Department

To: Members of Health, Welfare, and Public Safety Committee of the Common Council
From: Deanna D'Amore, Director of Health
Re: Grant Authorizations
Date: September 25, 2018

- 1) The Health Department received one year of funding from the State of Connecticut Department of Public Health through its regional partner Yale New Haven Health in the amount of \$75,217 for public health emergency preparedness for the period beginning July 1, 2018 through June 30, 2019. The Norwalk Health Department's Division of Public Health Emergency Preparedness works to ensure that the City of Norwalk responds effectively to natural disasters, bioterrorism and other emergencies that could affect the health of the public. This mission is achieved through department planning and collaboration, staff and volunteer training, and public education. Additionally, the department conducts exercises and drills with local, regional, state, and community stakeholders in order to practice, evaluate, and improve existing plans.

The specific action that is requested is:

- 4a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Yale New Haven Health System Corp in the amount of \$75,217 for the period beginning July 1, 2018 through June 30, 2019 for public health emergency preparedness.
 - 4b. Authorize the Mayor, Harry W. Rilling, to execute and any and all agreements, documents, instruments or amendments as may be necessary to implement the public health emergency preparedness grant for the period beginning July 1, 2018 through June 30, 2019.
- 2) The Health Department received one year of funding from Optimus Health Care in the amount of \$234,025 to operate the Women, Infants & Children (WIC) Program in the Norwalk region. WIC is a federally funded supplemental nutrition program available to low-income pregnant and postpartum women, as well as infants and children up to 5 years old. WIC provides nutrition education and counseling, breast feeding promotion and support, nutritious foods, and help in accessing community resources to clients enrolled in the program.

The specific action that is requested is:

- 5a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Optimus Health Care Inc. for contract period October 1, 2018 through September 30, 2019 for the WIC Program.
 - 5b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement the WIC Program for the period October 1, 2018 through September 30, 2019.

ADMINISTRATIVE SERVICE AGREEMENT

This Administrative Service Agreement ("Agreement") is entered into as of July 1, 2018 (the "Effective Date") by and between the CITY OF NORWALK with a principal place of business at Norwalk Health Department
137 East Avenue
Norwalk, CT 06851 ("Subcontractor") and YALE NEW HAVEN HEALTH SYSTEM CORP, a non-stock, non-profit corporations organized under the laws of the State of Connecticut, on behalf of and together with its affiliates, (YNHHS) with its principal place of business at One Church Street, 5th Floor, New Haven, Connecticut 06510 ("Contractor").

1. Scope of Services

(a) **Scope of Work.** The Healthcare Coalition Member shall furnish the services (the "Services") described and further specified in the Scope of Work and attached hereto as **Exhibit A: Approved Work Plan ("SOW")**. Receipt of funding is subject to Subcontractor provision and CT DPH approval of required quarterly Programmatic Progress Reports and associated deliverables, Financial Expenditure Reports and completion of an annual subcontractor monitoring report:

REPORTING PERIOD	QUARTERLY FINANCIAL & PROGRESS REPORTS DUE BY	
July 1, 2018 to July 31, 2018	Q1	October 15, 2018
August 1, 2018 to August 30, 2018		
September 1, 2018 to September 30, 2018		
October 1, 2018 to October 30, 2018	Q2	January 15, 2019
November 1, 2018 to November 30, 2018		
December 1, 2018 to December 31, 2018		
January 1, 2019 to January 30, 2019	Q3	April 15, 2019
February 1, 2019 to February 28, 2019		
March 1, 2019 to March 31, 2019		
April 1, 2019 to April 30, 2019	Q4	July 15, 2019
May 1, 2019 to May 31, 2019		
June 1, 2019 to June 30, 2019		

Programmatic Progress Reports and Financial Expenditure Reports to YNHHS must be submitted via Contractor online reporting system (VEOCI) using the link sent to the Subcontractor contact on file.

Programmatic Progress Reports and Financial Expenditure Reports to YNHHS must be submitted via Contractor online reporting system (VEOCI) using the link sent to the Subcontractor contact on file.

Compensation. The maximum approved contract funding amount is specified under **Exhibit B: Approved Budget**. Subcontractor shall expend funds within the contract period and in accordance with the applicable scope of work Exhibit A. This contract includes Federal Financial Assistance (CFDA #93.889 for Local Health Departments and CFDA #93.069 for Acute Care Hospitals and Medical Reserve Corp Funding) and therefore such funds are subject to the Federal Office of Management and Budgets (OMB) Cost Principles. A demand for reimbursement of funds paid to the Subcontractor in excess of approved expenditures incurred by the Subcontractor during the Contract Funding Period if the Subcontractor has been paid an amount that exceed the approved expenditures reported on the Final Financial Report. For travel, meal and similar expenses allowed by this Contract, the Subcontractor shall comply with the provisions of the State Employee Reimbursement Regulations document as such policy may be updated or amended periodically, and as found in the following references:

1. <http://das.ct.gov/fp1.aspx?page=170>, and
2. <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

If the Subcontractor does not have access to the Internet for the purpose of accessing this information, the Contractor shall provide hard copies of such documents to the Subcontractor upon request.

Payment Schedule. Subcontractor is subject to conditions outlined in this agreement and payments are subject to Connecticut Department of Public Health approval of Quarterly Programmatic Progress Reports and associated deliverables, Financial Expenditure Reports and annual subcontractor monitoring report. A copy of YNHHS's Statement of Work as the State of Connecticut Department of Public Health Healthcare Coalition (HCC) fiduciary and administrative agent is attached hereto as **Exhibit C: HCC Fiduciary Contract between Contractor and CT DPH (Department)**.

(a) **Payment and Payment Schedule:** Under Expenditures, Surplus, or Excess Payments and Refunds

1. The total amount of payments made under this Contract shall not exceed the **EXHIBIT B: Approved Budget**
2. **Payment and Payment Schedule:** Payments during the Contract Funding Period shall be made quarterly as follows:
 - a) after receipt of and approval of scheduled Financial report and all deliverables or services as submitted by the subcontractor, pursuant to the subcontractor terms and the Report Schedule above, and
 - b) in an amount equal to the amount of expenditures reported and approved on the last submitted Financial Report
3. A final reconciliation will be made at the end of each Contract Funding Period after receipt and approval of the Final Financial and shall result in:
 - a) an additional payment to fully reimburse the Subcontractor for all reported and approved expenses incurred under the Contract, if all approved expenditures have not been fully reimbursed for the Contract Funding Period, OR
 - b) a demand for reimbursement of funds paid to the Subcontractor in excess of approved expenditures incurred by the Subcontractor during the Contract Funding Period if the Subcontractor has been paid an amount that exceed the approved expenditures reported on the Final Financial Report.
4. The Contractor shall notify the Subcontractor in writing if the Subcontractor's deliverables or reports are not approved by CT DPH, clearly stating the reason(s) the approval is being withheld and specifying what the Subcontractor must provide, consistent with the terms of this Subcontract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.
5. **Payment Reduction:** The Contractor reserves the right to reduce payments and withhold funding for any Subcontractor in which the Subcontractor:
 - a) has not submitted or completed required deliverables, or
 - b) has not submitted required reports or audits, or
 - c) has submitted reports that have not received CT DPH approval, or
 - d) has submitted reports that do not support the need for full payment.
 The Contractor shall give the Subcontractor written notice of any payments that are reduced or withheld under this provision.
6. **Surplus or Excess Payments; Refund:** The Subcontractor shall:
 - a) upon demand by the Contractor at the end of the term of the Contract, remit in full to the Contractor any:
 - i. funds paid in excess of allowable budgeted costs and/or
 - ii. unexpended funds.
 - b) not carry funds paid in excess of allowable budgeted costs forward into the following Contract unless requested of, and authorized by, the Contractor.
 - c) be liable for any Contractor program or financial audit exceptions and shall return to the Contractor all funds that have been disallowed upon review of such audit, or as provided under the provisions of this Contract, within the time specified by the Contractor in the written notice the Contractor shall provide to the Subcontractor regarding such refund.

(b) Performance of Services. The Services shall be performed in a professional manner by personnel of Subcontractor having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Subcontractor and any personnel engaged to perform the Services shall at all times maintain any and all

licenses, certifications, and/or other qualifications required under applicable federal, state or local laws or rules to perform the Services.

2. Term and Termination

- a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until June 30, 2019, unless earlier terminated pursuant to this Section 2.
- b) Termination for Cause. Either party may terminate this Agreement, if the other party is in material breach of this Agreement and the breaching party has not cured such breach to the non-breaching party's reasonable satisfaction within thirty (30) days after the non-breaching party's notice of the breach to the breaching party.
- c) Effects of Termination. Upon termination or expiration of this Agreement, all rights and obligations of the parties hereunder shall terminate; provided, that, Sections 3, 4, 5, 6, 8, 9 and 10 shall survive any such expiration or termination. Notwithstanding anything herein to the contrary, expiration or termination of this Agreement shall not relieve either party of any obligations that may have accrued prior to such termination or expiration.

3. Indemnification. Each party shall indemnify, defend, and hold the other party and its directors, trustees, officers, employees, and agents harmless from and against any and all claims, suits, damages, awards, losses, fines, liabilities, costs, and expenses (including attorneys' fees) arising out of any third-party claim based on any negligence or willful acts, wrongdoings, or omissions by such party or any breach by such party of any provision of, or representation or warranty made in, this Agreement.

4. Payments/Notices. Any notice required or permitted under this Agreement or required by law shall be made in writing and shall be: delivered in person; sent by first class registered mail; sent by overnight air courier; or sent by telefax or e-mail with a confirmation copy sent by one of the foregoing methods within twenty-four (24) hours of transmission, in each case to the appropriate address as set forth in this Agreement or as notified by the other party from time to time. Notices shall be deemed given at the time of actual delivery in person, by telefax or e-mail; three (3) business days after deposit in the mail; or one (1) day after delivery to an overnight air courier service.

Any formal notice required by this Agreement must be in writing and will be effective when delivered by hand or recognized national courier (e.g., FedEx or UPS) or five days after being deposited, first-class postage prepaid, with the United States Postal Service (USPS), to the address of the appropriate party.

Payments/Notices to YNHHS must be remitted to:

Yale New Haven Health Services Corporation
Center for Emergency Preparedness and Disaster Response
Attn.: Elin Nilsen
1 Church Street, 5th Floor
New Haven, CT 06510
hcc@ynhh.org

Contract/Notices to Subcontractor must be remitted to:

CITY OF NORWALK
Attn: Glenn Iannacone
Norwalk Health Department
137 East Avenue
Norwalk, CT 06851

Payments to Subcontractor must be remitted to:

CITY OF NORWALK
Attn: Glenn Iannacone
137 East Ave
Norwalk, CT 06851

5. Governing Law and Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this Agreement must be brought in the federal or state courts serving the State of Connecticut.

6. Assignment. Neither party may assign its rights or obligations pursuant to this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld; except that either party may, upon notice to the other party, assign its rights and obligations to any of its affiliates or subsidiaries. Any attempted transfer or assignment contrary to the terms of this Section 10 shall be void and of no effect.

7. Entire Agreement

- a) This Agreement, including any SOWs or other exhibits hereto, and any Compliance Addendum shall contain the entire agreement between the parties in respect of the subject matter hereof. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties
- b) Subcontractor will be subject to and fully compliant with the terms and conditions of **Exhibit C: Fully Executed CT TPH/YNHHS Contract** attached to this agreement.

8. Waiver. The failure of either Party hereto to enforce at any time, or for any period of time, any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such Party thereafter to enforce each and every provision. Any waiver by a Party of any of its rights under this Agreement in one or more instances shall be made in a writing signed by such Party and shall not be construed as constituting a continuing waiver or as a waiver in other instances.

9. Independent Contractors.

- a) The Contractor and Subcontractor acknowledge and agree that the Subcontractor is being retained as an independent contractor, and that the Contractor shall be responsible for determining the manner and means by which the Subcontractor performs the duties and responsibilities assigned to the Subcontractor under this Agreement. Nothing in this Agreement shall be construed to make the Subcontractor an employee or agent of Contractor, to entitle the Subcontractor to receive the benefits of any employee benefit plan of Contractor, or to create a joint venture or partnership between the parties. The Subcontractor shall not make an unauthorized representation or warranty concerning the products or services of Contractor or commit Contractor to any agreement or obligation without the express authorization of an authorized officer of Contractor.
- b) No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Subcontractor. The Subcontractor shall be responsible for the payment of all taxes, including but not limited to any income, sales or use tax, levied with respect to the services provided hereunder by the Subcontractor. The Subcontractor agrees to indemnify Contractor against, and to defend and hold Contractor harmless from, any liabilities, claims, costs or expenses (including reasonable attorneys' fees) which may be made against Contractor, or incurred by Contractor, in respect to any such payroll or employment taxes.
- c) No workers' compensation insurance has been or will be obtained by Subcontractor on account of the Contractor.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, when taken together shall constitute one and the same agreement. Delivery of a signature page to this Agreement via facsimile or other electronic image transmission is legal, valid and binding execution and delivery for all purposes.

[Signature Page follows.]

IN WITNESS WHEREOF, the duly authorized representative of each party has executed this Agreement as of the Effective Date.

YALE NEW HAVEN HEALTH SYSTEM CORP

CITY OF NORWALK

BY: _____	By: _____
Name: Joseph Bisson	Name: Harry Rilling
Title: Vice President, Business Development	Title: Mayor

[Signature Page of the Administrative Service Agreement]

**Local Health Department Public Health Emergency Preparedness Program
Fiscal Assistance Scope of Work**

Local Health Department Description of Services: The Subcontractor shall provide public health emergency preparedness activities in accordance with CDC PHP, in collaboration with its respective HCC, and the Department. These services and/or activities include those items outlined in the approved Subcontractor workplan (Exhibit B) as well as but not limited to, the following:

- a) **24/7 Coverage Plan:** The Subcontractor shall complete and submit the Department's form for 24/7 Coverage to the Department at hcc.dph@ct.gov within 30 days of execution of this subcontract
- b) **Emergency Operations Coordination:** The Subcontractor shall:
 - i. Conduct quarterly call-down drills when scheduled by the Department;
 - ii. Create local health director and staff user accounts on the latest version of WebEOC;
 - iii. Utilize and integrate WebEOC into local emergency preparedness plans and exercises;
 - iv. Maintain a public health emergency response plan;
 - v. Demonstrate use of Connecticut's HAN by conducting quarterly call-downs and completing HAN progress reports on use of the HAN system.
 - vi. If an MDA lead, conduct the following drills annually and complete the requisite reporting forms on a platform prescribed by the Department:
 - 1) Staff notification and assembly;
 - 2) Site activation; and
 - 3) Facility set-up.
 - vii. If an MDA lead, Subcontractors who have not conducted a Dispensing Full-Scale Exercise in the previous four years must prepare and submit an updated action plan to the Department by June 30, 2019. The action plan shall contain sufficient detail and timelines to ensure completion of a Full Scale Exercise by June 30, 2021.
- c) **Responding and Reporting Essential Elements of Information:** The Subcontractor shall
 - i. Participate in HAN and Web EOC reporting; and
 - ii. Comply with all reporting directives requested by the Department's Commissioner or the Department's Office of Public Health Preparedness and Response.
- d) **Strengthen Countermeasures and Manage Access to and Administration of Pharmaceutical and non-Pharmaceutical Interventions:** The Subcontractor shall:
 - i. Respond to and support MCM distribution and dispensing (MCMDD) for all-hazards events i.e., a terrorist attack, an influenza pandemic, or an emerging infectious disease such as Ebola or Zika virus;
 - ii. Participate in the Department's planning and exercise activities around MCM, including participation in workshops and exercises pursuant to the MYTEP;
 - iii. For newly designated points of dispensing (POD) submit to the Department at hcc.dph@ct.gov the following information:
 - 1) Facility name, address, town, postal zip code, and status, whether active or inactive;
 - 2) POD facility contact information for use during POD operations;
 - 3) Two 24/7 voice telephone number and one facsimile number for use during POD operations; and
 - iv. For newly designated MDA local distribution sites (LDS) complete a survey tool provided by the Department;
 - v. If an MDA lead, participate in CRI/MCM operational readiness reviews (ORR) according to a schedule provided by the Department;
 - vi. On a quarterly basis participate in MCM Action Plan technical assistance phone calls;
 - vii. Develop and submit a quarterly MCM action plan to the Department's MCM Coordinator; and
 - viii. Complete the required descriptive and demographic (jurisdictional data sheet and point of dispensing); planning (dispensing and distribution plans); and operational forms (Facility Set-Up Drill, Staff Notification and Assembly Drill; Site-Activation Drill; training and exercise planning form; dispensing full-scale exercise/incident; dispensing throughput drill) per the timelines and specifications outlined in the PHEP operational readiness review guidance; and complete the requisite reporting forms on a platform and format prescribed by the Department by May 1, 2019.
- e. **Responder Safety and Health:** The Subcontractor shall submit a signed statement to the Department at hcc.dph@ct.gov acknowledging it will comply with all applicable Occupational Health and Safety Administration (OSHA) standards to provide a safe workplace by December 31, 2018.
- f. **Volunteer Management:** The Subcontractor shall utilize the emergency credentialing program (ECP), to support, recruit, and retain volunteers for the regional MRC.
- g. **MRC Capacity Building:** For local health departments (LHDs) that receive MRC Funds, the Subcontractor shall:
 - i. Collaborate with MRC units within their HCC to designate a regional MRC lead and provide the name and contact information for the lead to the Department at hcc.dph@ct.gov by December 31, 2018.
 - ii. Participate in the development and implementation of a written MRC regional capacity-building plan, which includes the following components:
 - 1) Strategies for recruitment and retention of medical and non-medical MRC volunteers;
 - 2) Marketing and promoting the MRCs located within the subcontractor's HCC to facilitate recruitment;
 - 3) Providing medical and public health surge capacity by mobilizing MRC units and the respective volunteers as directed by the Connecticut Department of Emergency Services and Public Protection – Division of Emergency Management and Homeland Security (DEMHS), the Department, and other entities responsible for responding to public health emergencies; and
 - 4) Ensuring that all MRC units within the Subcontractor's region use the DEMHS MRC Activation Form to seek pre-approval of MRC activation for non-emergencies at least ten (10) business days in advance.
 - iii. MRC Unit leads shall complete the following:
 - 1) Attend and participate in meetings of the Statewide MRC Advisory Council, and
 - 2) Schedule and conduct bi-monthly meetings of other MRC chapters within the region to discuss, plan, coordinate, and implement:
 - i. Standardized MRC volunteer training opportunities for new and existing volunteers across the region;
 - ii. Activation protocols and request processes to be shared with all HCC partners within the region;
 - iii. Engagement and participation of MRC volunteers in exercises, drills and real events; and
 - iv. Submit quarterly progress reports, using a progress report template developed by the Department, to the Department at hcc.dph@ct.gov.

Hospital / HD Norwalk HD Region 1

Contact Name Glenn Iannacone

For the Period July 1, 2018 - June 30, 2019

24/7 Coverage Plan:

The subcontractor shall complete and submit the DPH form for 24/7 Coverage to your HCC within **30 days of execution** of this subcontract.

2018-Jul-31

Health Care Coalition Development:

The subcontractor shall:

- Contribute to HCC activities to achieve the 2017-2022 Health Care Preparedness and Response Capabilities, including the HCC's contractual obligations to DPH.
- Attend the regional HCC meetings as evidenced by sign-in sheets or electronic records
- Attend and participate in semi-annual statewide HCC meetings and associated working groups.

Attend monthly meetings of HCC, either myself or our Volunteer Coordinator along with our Director when available.

HCC Response Plan Development.

The subcontractor shall assist with development of their HCC's Response Plan and COOP Plan. Such plans, once developed, must be reviewed annually by HCC members.

1. Reviewing and providing feedback on drafts of HCC Plan narrative
2. Distributing our agency plan to ensure alignment and integration with the HCC Plan, if requested.

Characterize Probable Risk:

The subcontractor shall participate in their HCC's assessment of hazard vulnerabilities and risks, and from that data, prioritize work that must be accomplished to address identified risks or gaps.

Work with your HCC to identify health care resources and services at the jurisdictional and regional levels that could be coordinated and shared. As part of that process, work with your HCC to identify gaps and health priorities for HCC and HCC member activities. HCCs must be capable of tracking this information and sharing it with all of their HCC members by the end of BP2.

1. We will review both our agency-specific HVA findings and our regional HVA findings no later than June 30, 2019
2. Our agency will use this list to inform the BP #2 HCC Preparedness Plan.
3. Our HHC designee will use information gathered during internal agency team meetings to inform HCC discussions of regional gaps and health priorities.

Characterize Populations at Risk.

The subcontractor shall participate in their HCC's efforts to obtain and incorporate at-risk population data into your activities, plans, training, and exercises.

1. We are developing a list of potential closed PODs to help alleviate the need for impaired citizens to attend an open POD.
2. Review our region's social vulnerability data contained in the CT DPH BP1 HVA report and use this data to inform our BP #2 HCC Preparedness Plan.
3. Collect, review and distribute agency-specific client demographic data that may inform agency-specific and regional preparedness efforts, such as age, income, education level and disability status.

Education and Training:

The subcontractor shall conduct or participate in education and training to address health care and public health emergency preparedness and response gaps identified through strategic planning, development of the HCC preparedness plan, hazard vulnerability assessment, or AARs

Conduct training monthly for the Emergency Response Team, Volunteers, on the first Tuesday of every month.

Drills (Exercises and Real Events).

The subcontractor shall participate in and/or conduct exercises in conjunction with their HCC. The subcontractor shall:

- Attend drill and exercise planning meetings scheduled by the Contractor's HCC and/or DPH;
- Notify the DPH Drill and Exercise Coordinator, using the DPH online Notice of Drill and Exercise (NODE) at least 30 days in advance of the Drill or Exercise;
- Prepare and submit an AAR on each Drill and/or Exercise under this section within 45 days of completion of each such Drill and/or Exercise;
- Describe in the AAR where areas for improvement have been identified from Drills, Exercises, or real-world events and how the preparedness strategy will be revised to reflect improvements;
- Develop an IAP during an emergency or planned event and utilize incident action planning cycles to identify and modify objectives and strategies. The IAP shall be shared with your HCC.

- Notify the DPH Drill and Exercise Coordinator, using the DPH online Notice of Drill and Exercise (NODE) at least 30 days in advance of any Drill or Exercise;
- Prepare and submit an AAR on each Drill and/or Exercise under this section within 45 days of completion of each such Drill and/or Exercise;
- Describe in the AAR where areas for improvement have been identified from Drills, Exercises, or real-world events and how the preparedness strategy will be revised to reflect improvements;

POD Setup drill is scheduled for Tuesday, August 7, 2018 at 9 AM. POD to be setup at Norwalk High School as a timed event.

Emergency Operations Coordination: (MDA leads and PODS)

Subcontractors who act as MDA Leads shall conduct:

- Staff notification and assembly drills
- Site activation drills
- Facility set-up drills in coordination with health departments that have PODs.

Health departments that have not conducted a full scale POD exercise in the previous four years must prepare and submit an action plan to DPH by June 30, 2018. The action plan shall contain sufficient detail and timelines to ensure completion of a full scale POD exercise by April 30, 2022.

Quarterly call down drills to be conducted for assembly and site activation.

Facility setup drill will take place on August 7, 2018 for Norwalk and New Canaan.

Emergency Operations Coordination.

Subcontractors shall:

- Create (or update) local health director and staff user accounts on the latest version of WebEOC;
- Utilize and integrate WebEOC into local emergency preparedness plans, drills and/or exercises
- Maintain a public health emergency response plan
- Demonstrate use of the Health Alert Network (HAN) by conducting quarterly call-downs and completing HAN progress reports on use of HAN system.

WebEOC accounts have been updated.

- Maintain a public health emergency response plan
- Demonstrate use of the Health Alert Network (HAN) by conducting quarterly call-downs and completing HAN progress reports on use of HAN system.

Emergency Communications.

The subcontractor shall:

- Participate in its HCC's two redundant communications drills
 - Participate in HAN and Web EOC reporting
 - Comply with all reporting directives requested by DPH Commissioner or DPH Office of Public Health Preparedness and Response
-
- Participate in its HCC's two redundant communications drills
 - Participate in HAN and Web EOC reporting
 - Comply with all reporting directives requested by DPH Commissioner or DPH Office of Public Health Preparedness and Response.

Strengthen Countermeasures and Manage Access to and Administration of Pharmaceutical and non-Pharmaceutical Interventions. The subcontractor shall:

- Support MCM distribution and dispensing (MCMDD) for all-hazards events
- Participate in CRI/MCM operational readiness reviews (ORR) and briefings by the state's MCM coordinators to understand jurisdictional MCM distribution plans;
- Participate in the DPH planning and exercise activities around MCM, including participation in drills pursuant to the MYTEP
- Participate in MCM ORR process or action plan technical assistance (TA) conference calls (applicable to MDA leads only)
- Submit all elements of the POD and LDS/Receiving Site Survey (refer to contract for detailed list)

Dates have not yet been set.

POD/LDS Surveys updated January 2018

Evaluate our current Mass Dispensing Plan and explore moving the second POD to Norwalk from New Canaan.

Amend the Mass Dispensing Plan from a pill distribution format to vaccine injection.

Consult with Corporation Counsel on developing and signing MOUs for closed POD's throughout the city.

Continue to recruit and train volunteers for our Emergency Response Team. Utilize volunteers for different functions throughout the year for better retention.

Expand the use of Dispense Assist to be able to streamline the POD input procedures.

Continue to develop Radiological Monitoring Plan.

Responder Safety and Health.

The subcontractor shall submit a signed statement to DPH acknowledging compliance with all applicable Occupational Health and Safety Administration (OSHA) standards to provide a safe workplace.

We will submit a signed statement to DPH acknowledging compliance with all applicable Occupational Health and Safety Administration (OSHA) standards to provide a safe workplace no later than September 30, 2018

Strengthen Surge Management.

The subcontractor shall participate in the planning and execution of your HCCs coalition surge test (CST) exercise, using a simulated evacuation scenario, including a Functional Exercise and a facilitated Hotwash.

We intend on participating in our region's surge test exercise as needed.

Volunteer Management.

The subcontractor shall support, recruit, and retain volunteers for your regional MRC or other health volunteer group affiliated with the health department/health district.

We have developed an Emergency Response Team of volunteers, 50 strong at this time and increasing. We recruit for a new class of volunteers twice a year, Spring and Fall. Our goal is to reach a total of 65 volunteers to be able to staff our POD for it's duration. This initiative started a year and a half ago and has been very successful as there were minimal volunteers at that time.

Norwalk HD Final Budget

July 1, 2018 - June 30,2019

Legal Name: CITY OF NORWALK		Date & Time of Submission: 2018-Feb-21 16:26	
Primary Contact: Glenn Iannaccone	Title: PHEP Coordinator	Address: Norwalk Health Department 137 East Avenue Norwalk, CT 06851	Email: giannaccone@norwalkct.org
Signatory: Harry Rilling	Title: Mayor	Address; 125 East Avenue P.O. Box 5125 Norwalk, CT 06856-5125	Email: HRilling@norwalkct.org

1. Personnel		
	Personnel Detail	
	Salary / Employee	29,338.00 Name: Glenn Iannaccone
	Salary / Employee	25,291.00 Name: Donna Schlegel
	Salary / Employee	836.00 Name: Patricia DiPietro
	Category	Amount Justification
	a. Salary/Wages:	55,465.00
	b. Fringe Benefits:	7,740.00
Support G. Iannaccone, D. Schlegel and P. DiPietro salary as indicated in fulfillment of contract deliverables outlined in workplan		
2. Contractual		
	a. Contractual	
3. Supplies		
	a. Office Supplies and Materials:	1,000.00
	b. Drill and Exercise Supplies:	250.00
Various office supplies to support PHEP activities - paper, printing, pens, folders, binders (\$1,000)		
Drills and exercise supplies including signage, identification tags and supportive material hand outs		
4. Travel		
	a. In-State - Mileage \$ X 759.63	414.00
	b. Out of State:	2,000.00
In State:Travel to in state PHEP meetings Out of State: Travel to NACCHO Conference		
5. Communications		
	a. Communications Systems:	2,340.00
	b. Cell Phones:	612.00
DSL- \$195/mo. Cell phone - \$51/mo.		
6. Equipment		
	a. Equipment	5,396.00
Computer: \$1,600 ID Wedge Pro: \$845 9 Pedestal Sign Holders: \$801 Epson Pro Wireless Projector: \$650.00 6 PK Motorola UHF Radios: \$1,500		
7. Other Expenses		
	a. Attorney's Fees:	0.00
	Total Budget:	75,217.00

**Subcontract Between Optimus Health Care, Inc. and
The City of Norwalk For WIC Program Services**

This Subcontract (this “Subcontract”) is entered into as of the 1st day of October 2018 (“Commencement Date”), by and between **Optimus Health Care Inc.**, 982 East Main Street, Bridgeport, CT 06608 (“Optimus”), and the **City of Norwalk** 125 East Avenue, Norwalk, CT 06851 (“Subcontractor”) to become effective only as of the later of (i) the date of the signature of the authorized officials, of the **Connecticut Department of Public Health** (“DPH”) of the Prime Contract described herein; and (ii) if applicable, the date of approval by the Office of the Connecticut Attorney General of the Prime Contract described herein (“Effective Date”).

WITNESSETH:

WHEREAS, Optimus has been awarded Contract No. [REDACTED], as amended from time to time and attached hereto and incorporated herein by reference at Exhibit A (the “Prime Contract”) with the State Department of Public Health (“DPH”) pursuant to which Optimus shall operate a Special Supplemental Nutrition Program for the Women, Infant’s and Children (“WIC Program” also referred to herein as “Services”); and

WHEREAS, in accordance with the terms of the Prime Contract, Optimus desires to subcontract with Subcontractor for Subcontractor to provide Services in the municipalities of Norwalk, Westport, Weston and Wilton at Subcontractor’s site(s), and the Subcontractor desires to provide such services; and

WHEREAS, the Subcontractor is specifically qualified and equipped to perform the work and/or services described in the manner specified in the Prime Contract and herein.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties do mutually agree as follows:

ARTICLE I. STATEMENT OF WORK AND ROLE OPTIMUS PROGRAM COORDINATOR

Section I.1. Statement of Work. Subcontractor, as an independent contractor and not as an agent of Optimus and Optimus and Subcontractor as independent contractors and not as agents of DPH, will furnish all necessary personnel, materials, services, and equipment, and all other items necessary to provide the applicable Services to result in the outcomes specified in the Prime Contract. Subcontractor will perform this work and provide these items at its site(s) and Optimus will perform this work and provide these items at its site(s). For purposes of this Subcontract and Subcontractor’s obligations hereunder, all responsibilities assigned to the “Contractor” under the Prime Contract shall be considered responsibilities of Subcontractor with respect to Services provided at the Subcontractor’s site(s) and the responsibilities of Optimus with respect to Services provided at Optimus’s health centers. Subcontractor shall provide Services to the minimum number of program participants described in Section IV.5 herein.

Section I.2. Role of Optimus Program Coordinator. Optimus, through its Program Coordinator retain fully authority to:

- A. Establish such procedures and policies as may be necessary to the operation of the Region 10 WIC Program;
- B. Serve as the sole contact with the State of Connecticut for all matters related to the Prime Contract;
- C. Conduct such site visits at Contractor's site(s), as deemed necessary;
- D. Coordinate all nutrition services for the Region 10 WIC Program; and
- E. Direct the purchase of standardized nutrition, education, and outreach materials and related supplies selected by the Contractor's Program Nutritionist with input from the Nutritionist staff at all sites.

ARTICLE II. TERM

The term of this Subcontract shall commence on the Effective Date and remain in full force and effect for a period of one (1) year therefrom (the "Term"), unless earlier terminated as set forth in Article VI.

ARTICLE III. FINANCIAL TERMS

Section III.1. Subcontract Price. In accordance with, and so long as Subcontractor is in compliance with all relevant terms of the Prime Contract and the terms of this Subcontract, Optimus shall make total annual (or partial year) payments to Subcontractor as described in the Prime Contract, or any amendment thereto.

Section III.2. Schedule of Payments. Under the Prime Contract, Optimus receives payments from DPH upon receipt and approval by DPH of required reports, a certain portion of which is designated for Subcontractor. Optimus shall remit Subcontractor's portion, as designated in the Prime Contract, or in any amendment thereto, to Subcontractor within five (5) business days of receiving payment from DPH. In the event that Subcontractor fails to deliver any required report or any Subcontractor report is rejected or deemed unacceptable by DPH or DPH withholds all, or Subcontractor's portion, of a payment, no payments shall be due hereunder unless and until Southwest has remedied such deficiency and Optimus has received payment from DPH. Further, Optimus may suspend any payment to Subcontractor based on Subcontractor's failure to adequately perform its obligations under this Subcontract or the Prime Contract.

Section III.3. Compliance with Budget. Subcontractor agrees to expend funds in accordance with the budget set forth in the Prime Contract and to comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM") and all relevant financial provisions of the Prime Contract, including but not limited to return of unexpended funds and obtaining prior written approval for all expenditures that exceed ten percent (10%) or of a cost category or line item, whichever is greater. Subcontractor agrees to

inform Optimus prior to implementation of any changes to its budget for Subcontractor activities, and to assist Optimus in seeking approval from DPH for such budget changes if required.

Section III.4. Amendment of Contract Amounts. Subcontractor acknowledges that DPH may amend the terms of the Prime Contract, including but not limited to the amounts paid to Optimus. In the event DPH reduces funding under the Prime Contract, Optimus shall ratably reduce payments to Subcontractor.

Section III.5. Reports. Subcontractor agrees to submit all reports regarding its activities required under the Prime Contract, including but not limited to program, statistical and expenditure reports, in accordance with the format and schedule determined by DPH.

ARTICLE IV. OBLIGATIONS OF SUBCONTRACTOR

Section IV.1. Licensure. Subcontractor shall ensure that Subcontractor is properly licensed under the name of Subcontractor and shall operate in accordance with all applicable statutes and regulations, including the regulations established by the United States Department of Agriculture (USDA) in the Code of Federal Regulations, Chapter 7, Part 246 and any future amendments thereto. At the request of Optimus and/or DPH, Subcontractor shall provide written assurance of such regulatory compliance.

Section IV.2. Community Health Services. Subcontractor shall provide all services specified in the Prime Contract. Such services shall be provided in accordance with the terms of the Prime Contract and any related guidelines issued by DPH or Optimus. Subcontractor shall be responsible for the standard of care of all services provided by the Subcontractor and at its site(s), and shall provide all necessary supervision and support to ensure quality of care.

Section IV.3. Employees.

A. Subcontractor shall be responsible for staffing the Subcontractor's site(s), including any necessary hiring of new employees. Notwithstanding Subcontractor's responsibility for hiring staff, Optimus' Program Coordinator shall have the opportunity to review potential employees' resumes and provide input regarding such candidates' potential employment. Additionally, Subcontractor, upon Optimus' direction, shall immediately remove any Subcontractor employee whose performance, in Optimus' reasonable discretion, is unacceptable for the following reasons, which include but are not limited to insubordination (after being warned that failure to do so can result in discharge), disruptive behavior that has the potential of causing direct and serious harm to the employee, fellow employees, program participants and/or visitors, verbal threats of physical violence toward another employee, program participant and/or visitor or the location and behaviors that create or have the propensity to create a hostile and/or intimidating work environment. Within three (3) days of the removal of a Subcontractor employee, the parties shall meet to discuss whether the removed employee shall be placed on a performance improvement plan or terminated.

No agent or employee of Subcontractor shall be deemed an agent or employee of Optimus, or be entitled to any wages or benefits from Optimus. Subcontractor shall comply with all laws and assume all responsibility for all applicable federal and state

income taxes, associated payroll and business taxes, licenses, and fees that it owes under the law.

B. Contractor shall comply with all hours of operations as set forth in the Prime Contract. Contractor's Norwalk location does not currently operate on Saturdays, as permitted by the state WIC office. If, however, Optimus determines that the needs of the community encompassed by the Norwalk region warrant that the Contractor's Norwalk location operate on Saturdays, the parties shall meet to discuss such matter.

C. Contractor shall assign such personnel as reasonably necessary and as WIC grant funding allows in order to perform its duties hereunder. Staffing at a minimum shall include one (1) Site Nutritionist who shall act as Contractor's contact person for all Region 10 WIC Program services, one (1) Nutritionist; and one (1) Program Assistant. A staffing pattern shall be recommended by Optimus and the State WIC Office. Optimus and the State WIC Office understand and agree Contractor is not obligated to provide staff that is not supported by WIC grant funds. Contractor specifically acknowledges it must obtain approval from Optimus' Program Coordinator prior to hiring a Site Nutritionist. As described above in Section IV.3., Contractor shall obtain input from Optimus' Program Coordinator prior to hiring other WIC position candidates, but final hiring authority shall be with Contractor. The staff engaged by Contractor shall be either employees or independent contractors engaged by the City of Norwalk. If after review of the program, Optimus' Program Coordinator finds Contractor's staff deficient in carrying out their job duties, Optimus' Program Coordinator shall request Contractor's Site Nutritionist to develop and implement a corrective action plan.

Section IV.4. Billing. Subcontractor shall not bill any program participant for any services.

Section IV.5. Enrollment/Outreach. Subcontractor shall perform community outreach activities in compliance with DPH and Food and Nutrition Service (FNS) of the USDA Standards. Subcontractor shall serve a minimum of fourteen percent (14%) of the Program's caseload assigned by the state WIC Office each fiscal year and shall implement programs and services to meet the outcomes measures specified in the Prime Contract. Subcontractor expressly acknowledges that funding under the Prime Contract is contingent upon achieving such enrollment goals and outcome measures, and that its funding is at risk if it fails to serve a sufficient number of participants in accordance with the terms of the Prime Contract.

Section IV.6. Schedule. Subcontractor's site(s) shall remain open and available for Program participant appointments with necessary staff present as required by the Prime Contract except as approved by DPH or Optimus' Program Coordinator.

Section IV.7. Quality Improvement. Subcontractor shall administer and cooperate with Optimus in conducting a WIC Continuous Quality Improvement Work Plan meeting the requirements outlined in the Prime Contract, and the program, statistical, financial expenditure and cash flow reports outlined in the Prime Contract, all on the timeline and in the format specified by DPH and all other reports required by the Prime Contract.

Subcontractor also shall comply with any performance improvement plan requested by Optimus to ensure quality services are provided in compliance with the Prime Contract.

Section IV.8. Information Systems. Subcontractor shall operate and make use of the CT-WIC Information System for data collection, including demographic and health information, documentation of the actions taken by Subcontractor staff, and check issuance and financial reconciliation activities. Subcontractor shall be responsible for the installation and maintenance of all cables, connectors, data jacks, and patch panels required to implement the Local Area Network (LAN) for the CT-WIC Information System, using funds provided under the Subcontract.

Section IV.9. State Contract Requirements. Subcontractor hereby represents that it is in compliance, or will be in compliance by the Effective Date, with all the mandatory terms and conditions specified in the Prime Contract.

ARTICLE V. INSURANCE

Section V.1. Insurance. Subcontractor represents that it has policies of professional liability, comprehensive general liability, automobile liability, worker's compensation, and property damage, and such other insurance policies as required by the Prime Contract. Subcontractor shall maintain all such insurance coverages and provide assurance of such coverages to Optimus and/or DPH upon request. Subcontractor will give Optimus thirty (30) days' advance written notice of any material change in its insurance coverages. Upon the request of Optimus, Subcontractor shall submit certificates verifying such coverages to Optimus.

ARTICLE VI. TERMINATION

Section VI.1. Upon Termination of Prime Contract. This Subcontract may be terminated by Optimus in the event that the Prime Contract is terminated. Optimus agrees to notify Subcontractor in writing within five (5) business days of receiving any notice of termination from DPH. Said termination shall be effective on the same date the Prime Contract is terminated. Upon receipt of such notice, Subcontractor shall complete or cease performance of the Subcontract to whatever extent is specified in the notice of termination of the Prime Contract.

Section VI.2. Termination for Cause. This Subcontract may also be terminated prior to the expiration of the Term under the following circumstances:

A. In the event Optimus is notified by DPH that any report or submission due from Subcontractor has not been filed or is inadequate, Optimus shall notify Subcontractor and give Subcontractor fifteen (15) days to cure such failure, or in the time period required by the DPH. If such failure is not cured to the satisfaction of Optimus or DPH within such fifteen (15) day period or other period prescribed by DPH, then Optimus may terminate this Subcontract immediately upon providing written notice to Subcontractor.

B. Upon breach of this Subcontract by either party, the non-breaching party may terminate this Subcontract after thirty (30) days' prior written notice to the other party specifying the facts and circumstances of the breach, unless the breach is cured

within such thirty (30) day period; provided, however, that such thirty (30) day period shall be extended to up to one hundred and twenty (120) days if such default cannot reasonably be cured within such thirty (30) day period and the breaching party has, within such thirty (30) day period, commenced to cure such default and thereafter shall diligently pursue the curing of such default, and provided further that the notice and cure period shall be reduced to forty-eight (48) hours if the breach jeopardizes the health or safety of patients; or

C. Either party may terminate this Subcontract upon ninety (90) days' prior written notice to the other party in the event that any agency or bureau of any federal, state or local government issues an order, decree or ruling or takes any other action which materially and adversely affects the ability of a party to perform its obligations under this Subcontract or otherwise prohibits or restricts the performance of a party's obligations hereunder, including but not limited to DPH's material reduction of funding under the Prime Contract or the commencement of any legal proceeding or threat to commence such a proceeding on the basis of such party's participation herein, or if any change in federal, state or local law or regulation or interpretation thereof by any governmental agency or judicial body after January 1, 2018, would subject either party to a civil or criminal prosecution, loss of tax exempt status or other adverse proceeding on the basis of such party's participation herein in the reasonable opinion of legal counsel selected by the parties who is experienced in health law matters, provided that the parties have negotiated in good faith to modify this Subcontract to resolve any adverse effects created by such action and have failed to reach agreement as to an acceptable modification of terms within such one hundred and twenty (120) day period or have determined that compliance with such law or regulation is impossible or impractical.

Section IV.3. Termination without Cause. Either party may terminate this Subcontract upon the giving of one hundred and twenty (120) days' prior written notice.

Section VI.4. Termination Effect. Following the expiration or termination of this Subcontract, Subcontractor shall execute any documents and do all other things as may reasonably be required to cause an orderly and efficient transition of operation and management of the Subcontractor WIC program services to Optimus or such other entity as may be designated by DPH.

ARTICLE VII. DISPUTES

Section VII.1. Any dispute arising under this Subcontract shall be settled by agreement of the parties or pursuant to paragraphs A and/or B of Section VII.2 below. Subcontractor shall proceed diligently with the performance of its duties and obligations under this Subcontract pending final resolution of any dispute arising under this Subcontract.

Section VII.2. Notwithstanding any provision herein to the contrary:

A. **Mediation.** Either party may give the other party written notice of the dispute, and upon receipt of such notice, the parties shall attempt to settle the dispute by submitting it to formal mediation. The mediation will be conducted in Bridgeport, Connecticut, by a single mediator appointed by agreement of the parties, provided that if

the parties cannot agree on a mediator within ten (10) days after receipt of the written notice of dispute, then each party will choose one mediator and the two mediators will appoint the single mediator who will conduct the mediation.

B. Arbitration. If the dispute has not been resolved within forty-five (45) days after appointment of the mediator (as such time may be extended by agreement of the parties), it shall be finally resolved by arbitration in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration then currently in effect. The arbitration shall be conducted in Bridgeport, Connecticut before a single arbitrator appointed by agreement of the parties, provided that if the parties cannot agree on an arbitrator within ten (10) days after expiration of the 45-day (or extended) period for mediation, then each party will choose one arbitrator and the two arbitrators will appoint the single arbitrator who will conduct the arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

ARTICLE VIII. INDEPENDENT CONTRACTOR STATUS

Nothing in this Subcontract shall affect the separate identities of Optimus and the Subcontractor. In providing Services under this Subcontract, Subcontractor shall act as an independent contractor, and not as an employee or agent of Optimus. Neither Subcontractor nor any of its employees or contractors are or shall be treated as employees or agents of Optimus. Nothing contained in this Subcontract shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Subcontract. In no event shall either party be liable for the debts or obligations of any other party except as otherwise specifically provided in this Subcontract. Optimus shall neither have nor exercise any control or direction over the methods by which Subcontractor or any Subcontractor employees or agents perform their professional functions.

ARTICLE IX. INDEMNIFICATION

Section IX.1. Indemnification by Subcontractor. Except to the extent (i) payable from the proceeds of insurances carried (or that should have been carried hereunder) by Optimus, or (ii) that this provision would have the effect of reducing or eliminating any insurance coverage that otherwise would be available to pay damages suffered by Optimus, Subcontractor shall indemnify, defend and hold Optimus and its officers, directors, members, employees and agents harmless from any and all claims, liabilities, obligations, losses, damages, assessments, judgments, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of the negligence or willful misconduct of Subcontractor or any employee or agent of Subcontractor or in any manner incident, relating or attributable to any inaccuracy in any representation or breach of warranty of Subcontractor contained in this Subcontract or any failure by Subcontractor to perform or observe, or to have performed or observed, in full, any covenant, responsibility or obligation to be performed or observed by it under this Subcontract, including but not limited to any failure to deliver information or otherwise satisfy any DPH-imposed conditions precedent to Optimus' receipt of funding under the Prime Contract.

Section IX.2. Indemnification by Optimus. Except to the extent (i) payable from the proceeds of insurances carried (or that should have been carried hereunder) by Subcontractor, or (ii) that this provision would have the effect of reducing or eliminating any insurance coverage that otherwise would be available to pay damages suffered by Subcontractor, Optimus shall indemnify, defend and hold Subcontractor and its officers, directors, members, employees and agents harmless from any and all claims, liabilities, obligations, losses, damages, assessments, judgments, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of the negligence or willful misconduct of Optimus or any employee or agent of Optimus or in any manner incident, relating or attributable to any inaccuracy in any representation or breach of warranty of Optimus contained in this Subcontract or any failure by Optimus to perform or observe, or to have performed or observed, in full, any covenant, responsibility or obligation to be performed or observed by it under this Subcontract, including but not limited to any failure to deliver information or otherwise satisfy any DPH-imposed conditions precedent to Subcontractor's receipt of funding under the Prime Contract.

ARTICLE X. MISCELLANEOUS

Section X.1. Use Of Name. No party will use the name of, or any insignia associated with, the other party without the affected party's prior written consent.

Section X.2. No Assignment. This Subcontract and the rights and obligations created hereunder shall not be assignable by either party without the express prior written consent of the other party.

Section X.3. Governing Law. This Subcontract shall be governed by and construed under the laws of Connecticut.

Section X.4. Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Subcontract or to exercise any right or remedy hereunder shall constitute a waiver. No waiver of any breach shall affect or alter this Subcontract, but each and every covenant, condition, agreement and term of this Subcontract shall continue in full force and effect with respect to any other existing or subsequent breach.

Section X.5. Amendment. No amendment of this Subcontract shall be binding on either party unless in writing and executed by the duly authorized representatives of all of the parties.

Section X.6. Entire Subcontract. This Subcontract, together with all schedules and exhibits hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, and whether explicit or implicit, which have been entered into before the execution hereof.

Section X.7. Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, or sent by certified, registered or express mail, postage prepaid, and shall be deemed given when so delivered personally, or if mailed, two (2) days after the date of mailing as follows:

OPTIMUS HEALTH CARE, INC.

By: _____
Ludwig Spinelli
Chief Executive Officer

CITY OF NORWALK

By: _____

