

**HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE
AGENDA
JANUARY 18, 2018
7:00 PM, COUNCIL CHAMBERS**

*****Special Meeting*****

I. WELCOME AND ROLL CALL

II. APPROVAL OF MINUTES

September 28, 2017

III. PUBLIC PARTICIPATION

IV. NEW BUSINESS

ACTION ITEMS:

HEALTH DEPARTMENT:

- 1a. 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 in the amount of \$75,217 for the period beginning July 1, 2017 through June 30, 2018 for Public Health Emergency Preparedness.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute 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, 2017 through June 30, 2018.

FIRE DEPARTMENT:

2. Authorize the Purchasing Agent to issue a purchase order to Crowley Ford, LLC 225 New Britain Ave., Plainville, CT. for the purchase of two (2) Ford Explorers 4WD XLT, for a sum not to exceed \$68,862.00. Account No. 0918-C0486.

V. OLD BUSINESS

VI. ADJOURNMENT

**CITY OF NORWALK
HEALTH, WELFARE, PUBLIC SAFETY COMMITTEE
SEPTEMBER 28, 2017**

ATTENDANCE: Faye Bowman, Chair; Richard Bonenfant, Nick Sacchinelli,
Steve Serasis

STAFF: Lt. Bruce Hume, Norwalk Police Department; Rebecca Proper

WELCOME - ROLL CALL

Ms. Bowman called the meeting to order at 7:30 p.m. and stated that the above members were in attendance and there was a quorum present.

ACCEPTANCE OF MINUTES –

Meeting: July 27, 2017

**** MR. SACCHINELLI MOVED TO APPROVE THE MINUTES FROM THE
MEETING OF JULY 27, 2017 AS SUBMITTED.
** THE MOTION PASSED UNANIMOUSLY.**

PUBLIC PARTICIPATION

There was no one from the public for participation.

New Business

Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the FY2017 Edward Byrne Memorial Justice Assistance Grant pursuant to such funding.

Lt. Hume presented the item and fielded questions and comments on the usage of the grant. He explained that it is primarily used for overtime in associated with addressing patterns of crime, in response to shootings, and special events.

It was noted that money from prior years remains in the grant account and can be used when needed.

**** MR. SACCHINELLI MOVED TO APPROVE AND FORWARD ON TO
THE COMMON COUNCIL AGENDA TO:
AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND
ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND
AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT
ALL PROGRAMS THROUGH THE FY2017 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT PURSUANT TO SUCH
FUNDING.
** THE MOTION PASSED UNANIMOUSLY.**

OLD BUSINESS

DISCUSSION ITEMS:

Fire Marshall Liquor License Fees

Ms. Bowman noted that the information packet was clearer and asked the Committee members to read and review for the next meeting.

There was a discussion of food trucks and the limitations for placement and procedures.

Ms. Bowman noted that Broderick Sawyer needs to be to here for the item to be moved on to the agenda for action.

Adjournment

**** MR. SACCHINELLI MOVED TO ADJOURN.
** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:20 p.m.

Respectfully submitted,

Dilene Byrd
Telesco Secretarial Services

Date: January 11, 2018

IV 1a. & 1b

1. Public Health Emergency Preparedness Grant

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 the Public Health Emergency Preparedness for the period beginning July 1, 2017 through June 30, 2018. Please include these items on the agenda for authorization, worded as follows:

- 1a. 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 in the amount of \$75,217 for the period beginning July 1, 2017 through June 30, 2018 for Public Health Emergency Preparedness.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute 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, 2017 through June 30, 2018.

Program Description: Develop, implement, exercise and maintain emergency plans that deal with public health emergencies. Develop and expand volunteer initiatives with regards to supplanting Health Department staffing during a public health emergencies.

ADMINISTRATIVE SERVICE AGREEMENT

This Administrative Service Agreement (“*Agreement*”) is entered into as of July 1, 2017 (the “*Effective Date*”) by and between the CITY OF NORWALK, a municipality with a principal place of business at 125 East Avenue, Norwalk, Connecticut 06851 (“*Healthcare Coalition Member*”) and YALE NEW HAVEN HEALTH SYSTEM CORP, a non-stock, non-profit corporation 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 attached hereto as **Exhibit A: Local Health Departments/Districts PHEP Program Fiscal Assistance Scope of Work (“SOW”)**. Receipt of funding is subject to Healthcare Coalition Member provision of required Programmatic Progress Reports and Financial Expenditure Reports as incorporated in Exhibit A:

REPORTING PERIOD	REPORTS DUE BY
July 1, 2017 to September 30, 2017	November 15, 2017
October 1, 2017 to December 31, 2017	January 15, 2018
January 1, 2018 to March 31, 2018	April 15, 2018
April 1, 2018 to June 30, 2018	July 31, 2018

Programmatic Progress Reports and Financial Expenditure Reports to YNHHS-CEPDR must be remitted via email to Elin Nilsen at elin.nilsen@ynhh.org

Compensation. The maximum approved contract funding amount is \$75,217 and Healthcare Coalition Member shall expend funds within the contract period and in accordance with the applicable budget as specified under **Exhibit B: Approved Budget (Section VV)**. This contract includes Federal Financial Assistance and therefore such funds are subject to the Federal Office of Management and Budgets (OMB) Cost Principles.

Payment Schedule*

Payment #	Max Amount	Payment Condition	Not before
1	50% of approved budget (Exhibit B)	Upon receipt of initial payment to Contractor from CT DPH	July 1, 2017 and contract execution between Contractor and CT DPH
2	20% of approved budget (Exhibit B)	Upon Contractor receipt of and approval by CT DPH of the 1 st and 2 nd periodic reports	February 1, 2018
3	20% of approved budget (Exhibit B)	Upon Contractor receipt and approval by CT DPH of the 3 rd periodic reports	May 1, 2018
4	10% of approved budget (Exhibit B)	Upon Contractor receipt and approval by CT DPH of the 4 th and final periodic reports	August 16, 2018

Healthcare Coalition Member is subject to conditions outlined in this agreement and payments are subject to Connecticut Department of Public Health approval of fiscal reports.

A copy of Contractor’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.**

(b) Performance of Services. The Services shall be performed in a professional manner by personnel of Contractor having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Contractor 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, 2018, 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 2, 3, 4, 5, 7, 8 and 9 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.

Notices to YNHHS-CEPDR 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

Payments/Notices to Healthcare Coalition Member must be remitted to:

City of Norwalk, Norwalk Health Department
Attn.: Patricia DiPietro, Business Manager
137 East Avenue
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. 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.

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 Healthcare Coalition Member acknowledge and agree that the Healthcare Coalition Member is being retained as an independent contractor, and that the Contractor shall be responsible for determining the manner and means by which the Healthcare Coalition Member performs the duties and responsibilities assigned to the Healthcare Coalition Member under this Agreement. Nothing in this Agreement shall be construed to make the Healthcare Coalition Member an employee or agent of Contractor, to entitle the Healthcare Coalition Member to receive the benefits of any employee benefit plan of Contractor, or to create a joint venture or partnership between the parties. The Healthcare Coalition Member 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 Healthcare Coalition Member. The Healthcare Coalition Member 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 Healthcare Coalition Member. The Healthcare Coalition Member 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 Healthcare Coalition Member 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]

Exhibit A: Local Health Departments/Districts PHEP Program Fiscal Assistance Scope of Work

Local Health Departments/Districts

Public Health Emergency Preparedness Program Fiscal Assistance Scope of Work

Each Local Health Department/District shall be provided a copy of the Contract between the Contractor and the Department. Additionally all of the activities and deliverables included in the Local Health Department/District section of this Attachment shall be included verbatim in the subcontract issued to each Local Health Department/District unless approval is obtained from the Department for revision to the required activities and/or deliverables.

Local Health Department/District Description of Services: The subcontractor (Local Health Department/District) shall provide public health emergency preparedness activities in accordance with HHS PHEP, in collaboration with its respective HCC, and the Department. These services and/or activities include, but are not limited to, the following:

- A. **Work Plan:** The subcontractor shall prepare and submit a written work plan, based on a template developed by the Department that aligns with the services and activities of this subcontract, including timeline and budget, to the HCC within 30 days of execution of this subcontract.
- B. **24/7 Coverage Plan:** The subcontractor shall complete and submit the Department's form for 24/7 Coverage to the Department's HCCC within 30 days of execution of this subcontract.
- C. **Health Care Coalition Development:** The subcontractor shall:
 - 1. attend a minimum of 75% of the regional HCC meetings as evidenced by sign-in sheets or electronic records and failure to comply with this requirement shall result in a loss of funding;
 - 2. contribute to HCC activities to achieve the 2017-2022 Health Care Preparedness and Response Capabilities, including the HCC's contractual obligations to the Department
 - 3. attend and participate in semi-annual statewide HCC meetings and associated working groups.
- D. **HCC Preparedness Plan Development:** The subcontractor shall work with its coalition to develop a health care coalition preparedness plan that aligns with the Local Health Department/District's emergency operations plan.
- E. **Characterize Probable Risk:** The subcontractor shall participate in its health care coalition's assessment of hazard vulnerabilities and risks. The analysis shall be informed by up-to-date de-identified data on populations with access and functional needs in the Contractor's jurisdiction for planning purposes using emPOWER and other data sources.
- F. **Characterize Populations at Risk:** The subcontractor shall participate in its coalition's efforts to obtain and incorporate at-risk population data into its activities, plans, training, and exercises.
- G. **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.
- H. **Drills (and/or Exercises):** The subcontractor shall participate in and/or conduct exercises in conjunction with its HCC. The Subcontractor shall:
 - 1. attend drill and exercise planning meetings scheduled by the Contractor's HCC and/or the Department;
 - 2. notify the Department's Drill and Exercise Coordinator, on forms provided by the Department, of each Drill and/or Exercise under this section at least 30 days in advance of the Drill or Exercise;
 - 3. prepare and submit an AAR on each Drill and/or Exercise under this section, on forms provided by the Department, to the Department's Drill and Exercise Coordinator within 45 days of completion of each such Drill and/or Exercise;
 - 4. 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;

5. 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 the HCC.

I. Emergency Operations Coordination:

1. if an MDA lead, the subcontractor shall:
 - a. conduct the following quarterly call-down drills when scheduled by the department and complete requisite metric sheets:
 - i. staff notification and assembly
 - ii. site activation
 - iii. facility set-up
2. if an MDA lead, subcontractors who have not conducted a POD exercise in the previous four years must prepare and submit an action plan to the department by June 30, 2018. The action plan shall contain sufficient detail and timelines to ensure completion of a POD drill by June 30, 2022.
3. create local health director and staff user accounts on the latest version of WebEOC;
4. utilize and integrate WebEOC into local emergency preparedness plans, Drills and/or Exercises;
5. maintain a public health emergency response plan;
6. demonstrate use of Connecticut's HAN by conducting quarterly call-downs, and completing HAN progress reports on use of the HAN system.

J. Emergency Communications: The subcontractor shall:

1. participate in its HCC's two redundant communications drills;
2. participate in HAN and Web EOC reporting;
3. comply with all reporting directives requested by the Department's Commissioner or the Department's Office of Public Health Preparedness and Response.

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

1. 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 virus or Zika virus;
2. participate in CRI/MCM operational readiness reviews (ORR) and briefings by the state's MCM coordinators to understand jurisdictional MCM distribution plans;
3. if an MDA lead, participate in MCM ORR process or technical assistance (TA) planning/phone calls in accordance with a Department-developed schedule;
4. participate in the Department's planning and exercise activities around MCM, including participation in drills pursuant to the MYTEP;
5. submit to the Department a POD Security Survey including the following:
 - a. Facility name, address, town, postal zip code, and status (active, inactive),
 - b. POD facility contact information for use during POD operations,
 - c. Two 24/7 voice telephone number and one facsimile number for use during POD operations,
 - d. A MDA security survey for each individual POD,
 - e. Complete a MDA local distribution site (LDS) receiving site survey tool for the primary and back-up receiving sites in the MDA;
6. update any details regarding:
 - a. names or contact information for MDA staff authorized to sign for deliveries of MCM or medical materiel,
 - b. population statistics,

- c. delivery site information.
- L. **Responder Safety and Health:** the subcontractor shall submit a signed statement to the Department acknowledging it will comply with all applicable Occupational Health and Safety Administration (OSHA) standards to provide a safe workplace.
- M. **Strengthen Surge Management:** The subcontractor shall participate in the planning and execution of the HCCs surge test exercise, using a simulated evacuation scenario, including a Functional Exercise and a facilitated Hotwash.
- N. **Volunteer Management:** The subcontractor shall utilize the ECP and support, recruit, and retain volunteers for the regional MRC.
- O. **Public Health Preparedness Capabilities:** The subcontractor shall:
 - 1. conduct an ORR or complete a TA review as scheduled;
 - 2. demonstrate development within its jurisdiction of three selected priority public health preparedness capabilities, based on ORR and TA plans;
 - 3. submit programmatic reports and expenditure reports using the department's provided templates in accordance with the terms outlined in the contract.
- P. **MRC Capacity Building:** If the subcontractor receives MRC regional allocation funding the subcontractor shall develop and implement a written MRC Regional Capacity-Building Plan to increase the number and capacity of volunteers serving in such region's MRCs, including the following components:
 - 1. Collaboration with local health departments located within the subcontractor's respective HCC region to develop and implement strategies for recruitment and retention of medical and non-medical MRC volunteers including, but not limited to the following:
 - a. Licensed nurses
 - b. Physicians
 - c. Emergency Medical Technicians
 - d. Persons trained in emergency medical assistance such as cardiopulmonary resuscitation (CPR) and first aid
 - e. Students enrolled in health care professional programs
 - f. Retired or licensed health care professionals and/or academics
 - g. Unlicensed community volunteers
 - 2. Marketing and promotion of the MRCs located within the subcontractor's HCC to facilitate recruitment, including but not limited to the following:
 - a. Advertising in local newspapers
 - b. Radio and other media announcements
 - c. Billboards and banner displays
 - d. Flyers, pamphlets, and posters at community sites
 - 3. Scheduling and conducting bi-monthly meetings of all MRC Unit Leaders within the subcontractor's HCC region to discuss, plan, coordinate, and implement the following:
 - a. Standardization of MRC Volunteer training
 - b. Collaboration among MRC Units to train existing and new MRC volunteers
 - c. Participation in local and regional emergency response drills and exercises
 - 4. Designation of an MRC regional lead who will attend and participate in meetings of the Statewide MRC Advisory Committee.
 - 5. Provision of medical and public health Surge Capacity by mobilizing MRC Units and the respective volunteers as directed by the CT 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 such as Pandemic Influenza.

6. Ensuring 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.

Q. Reports and Report Schedule: The subcontractor shall submit periodic Programmatic Progress Reports and Financial Expenditure Reports to the Contractor:

1. The Programmatic Progress Reports shall describe the activities conducted under its subcontract.
2. The final Programmatic Progress Report due at the end of the Contract period shall be cumulative for the entire Contract year.
3. Financial Expenditure Reports shall include all expenditures incurred in the provision of subcontracted services.
4. The final Financial Expenditure Report shall not include any unpaid obligations.
5. Programmatic Progress Reports and Financial Expenditure Reports shall be submitted to the Contractor according to the following schedule:

REPORTING PERIOD	REPORTS DUE BY
July 1, 2017 to September 30, 2017	November 15, 2017
October 1, 2017 to December 31, 2017	January 15, 2018
January 1, 2018 to March 31, 2018	April 15, 2018
April 1, 2018 to June 30, 2018	July 31, 2018

R. Budget and Funding:

1. The subcontractor shall adhere to and expend funds in accordance with the budget(s) included in Section **VV** of the Contract between the Department and the Contractor.
2. This subcontract includes Federal Financial Assistance and therefore such funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

- S. Budgeted Administrative Costs:** This subcontract includes funds for costs the subcontractor incurs to provide services under this subcontract, including but not limited to office supplies, photocopying, and postage. Such costs shall be documented by the subcontractor on Financial Expenditure reports submitted to the Contractor as required by the terms of this subcontract.

Exhibit B: Approved Budget (Section VV)

Effective Date: 9/15/2017

CONTRACT NUMBER: 2018-0044

CONTRACT PERIOD: 07/01/2017 through 06/30/2018

ST FISCAL YR (SFY): 2018

PROVIDER: Yale New Haven Health Services Corporation

Approved by: NwankwoA

4000 INCOME		Sub Contractor 3
Program Funding Period:		<u>07/01/2017</u> through <u>06/30/2018</u>
		Norwalk
4100 CONTRACT FUNDING	SID	\$ 75,217
4102 Federal/Other Funds	22333	\$ 75,217
4102 Federal/Other Funds	22333 MRC	
4102 Federal/Other Funds	20760	
TOTAL INCOME		\$ 75,217
5000 DIRECT EXPENSES		Sub Contractor 3
5100 SALARIES		\$ 55,224
5101 Staff Salaries & Wages		\$ 55,224
5200 FRINGE BENEFITS		\$ 7,928
5300 CONTRACTUAL SERVICES		\$ 250
5303 Contracted Workers - Non-Payroll		
5304 Other Contractual (specify in narrative)		\$ 250
5400 TRANSPORTATION		\$ 400
5401 Staff Travel Reimbursement		\$ 400
5404 Other Transportation (specify in narrative)		
5500 MATERIALS AND SUPPLIES		\$ 5,962
5501 Food		
5502 Lab & Medical Supplies		
5503 Equipment (Less than \$5,000)		\$ 4,962
5504 Other Mtrls and Sppls (specify in narrative)		\$ 1,000
5800 OTHER EXPENSES		\$ 5,453
5801 Communications		\$ 2,953
5804 Staff Training and Conferences		\$ 2,500
5806 Other (specify in narrative)		
TOTAL DIRECT EXPENSES		\$ 75,217
7000 INDIRECT EXPENSES		Sub Contractor 3
7100 ADMINISTRATIVE & GENERAL		\$ -
All Other A&G		
TOTAL INDIRECT EXPENSES		\$ -
TOTAL EXPENSES		\$ 75,217
INCOME/EXPENSE SUMMARY		Sub Contractor 3
TOTAL INCOME		\$ 75,217
TOTAL EXPENSES		\$ 75,217
EXCESS/(SHORTAGE)		\$ -

Exhibit C: HCC Fiduciary Contract between Contractor and CT DPH

Contract Log: #2018-0044

Contract Award: \$734,894.00

Program: PHEP/HPP Health Care Coalition Region 1

Contract Period: 7/1/2017 – 6/30/2018

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08 (electronic version)

STATE OF CONNECTICUT OFFICE OF THE STATE COMPTROLLER

- THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
- ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

CONTRACTOR	(3) CONTRACTOR NAME Yale New Haven Health Services Corporation		(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION NO. P.S.
	ADDRESS 1 Church Street, New Haven, CT 06510		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS State of Connecticut, Department of Public Health MS#13 GCT, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308			
CONTRACT PERIOD	(6) DATE (FROM) 07/01/17	THROUGH (TO) 06/30/18	(7) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. #2018-0044 ☐ NEITHER	
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)			(8) REQUIRED NO. OF DAYS WRITTEN NOTICE 30
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) A. Yale New Haven Health Services Corporation, hereinafter the "Contractor", shall provide services to the Department of Public Health, hereinafter the "Department" or "Agency", as described in this Agreement.			
COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Payment shall be made according to the schedule in Section I of this Contract. The total amount of this Contract shall not exceed \$734,894.00.			

(11) OBLIGATED AMOUNT										
\$734,894										
(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) CHARTFIELD 1	(19) PROJECT/ GRANT	(20) BUDGET REFERENCE	(21) CFDA	
\$538,394.00	12060	DPH48557	22333	14000	55050	161102	DPH22333PHP	2018	93.069	
\$60,000.00	12060	DPH48557	22333	14000	55050	161102	DPH22333CRI	2018	93.069	
\$136,500.00	12060	DPH48557	20760	14000	55050	161102	DPH20760BSE	2018	93.889	

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(22) STATUTORY AUTHORITY 4-8, 19a-2a, 17a-450; 19a-32	
The Contractor herein IS NOT a Business Associate under HIPAA			
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)		TITLE	DATE
Joseph Bisson		VP, Business Development	
(24) AGENCY (AUTHORIZED OFFICIAL)		TITLE	DATE
Raul Pino, M.D., M.P.H.		Commissioner	
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES		TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)			DATE

EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2008, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

NON-DISCRIMINATION

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

INSURANCE Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) Professional Liability: \$1,000,000 limit of liability. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

STATE LIABILITY The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

- B. Summary of Services:** The Contractor shall act as the coordinating entity for its Healthcare Coalition (HCC), serving as the HCC's fiduciary and administrative agent. The Contractor is responsible for coordinating the completion of activities, pursuant to this contract, by its HCC members.
- C. Definitions:**
1. **After Action Report (AAR) and Improvement Plan (IP)** – shall be defined as tools used by preparedness planners for evaluating emergency response plans and the implementation of those plans. The AAR identifies the objectives and goals of the exercise and summarizes what happened during a drill, exercise or real event. The IP is a component of the AAR; the IP records areas with opportunities for improvement, includes actionable items for improvement, designates persons and organizations responsible; and provides a timeline for accomplishing the actionable items for improvement.
 2. **Centers for Disease Control and Prevention (CDC)** - is a federal agency that conducts and supports health promotion, prevention and preparedness activities in the United States, with the goal of improving overall public health. Established in 1946 and based in Atlanta, the CDC is managed by the Department of Health and Human Services (HHS).
 3. **Cities Readiness Initiative (CRI)** – is a program funded by the CDC's Public Health Emergency Preparedness Cooperative Agreement to prepare major U.S. cities and metropolitan statistical areas to effectively respond to a large-scale bioterrorism event by dispensing antibiotics to their entire population within 48 hours of the decision to do so. See <http://emergency.cdc.gov/cri/index.asp> as may be revised or updated from time to time.
 4. **Closed Point of Dispensing (POD)** - is a location serving a defined sector of the population, not open to the general public, which is used to distribute medications in the event of a health emergency.
 5. **Coalition Surge Test (CST)** - is a low-to-no notice exercise (defined below) designed to help HCCs identify gaps in their surge (defined below) planning. The exercise is based on a real-world health care system disaster challenge - the evacuation of a hospital or other patient care facility. The CST tests a HCC's ability to work in a coordinated way to find appropriate destinations for patients using a simulated evacuation of at least 20 percent of the HCC's staffed acute-care bed capacity.
 6. **Connecticut's Health Alert Network** – is a composite of communication mechanisms including, but not limited to, broadcast fax, email, a restricted website, a Wide Area Notification System (WANS), two way radios and satellite phones. It provides a 24/7 flow of critical health information to public health partners.
 7. **CRI Drills and Exercises** – is a menu of exercises or drills (defined below), from which at least three must be conducted annually in each MDA, under this contract; CRI/MCM Guidance will be provided by the Department.
 8. **Drills (and/or Exercises)** – are a series of activities conducted in a risk-free environment designed to simulate situations requiring a collaborative response. Drill and/or Exercises are used to train, assess, practice, and improve emergency preparedness providers' performance in prevention, protection, response, and recovery capabilities. Drill and/or Exercises under this contract can be of the following types:
 - a. **Call-down** – A call-down drill tests the validity of a jurisdiction's contact lists, its ability to contact key staff in a timely manner, and estimates the percentage of staff who can report for duty within a designated time frame.

- b. **Full-scale** – In a full-scale exercise, prevention and response personnel and equipment are mobilized and deployed to a site or locale in response to a simulated event, generally for an extended period and Emergency Operations Centers (EOC) and field command posts are activated.
 - c. **Functional** – The objective of a functional exercise is for an emergency management team to execute specific plans and procedures under crisis conditions. Generally, events are projected through an exercise scenario with event updates that drive activity. The movement of personnel and equipment is simulated.
 - d. **Table Top (TTX)** – Key staff discuss simulated situations in a tabletop exercise. The intent is to stimulate discussion of important issues and to assess plans, policies and procedures. The pace is generally slower than functional or full-scale exercises.
- 9. **Emergency Operations Plan (EOP)** – is a plan that describes how a facility will respond to and recover from all hazards events.
- 10. **Emergency Support Function 8 (ESF-8)** - is the Emergency Support Function (ESF) that focuses on Public Health and Medical Services which provides the mechanism for coordinated federal assistance to supplement state, tribal, and local resources in response to public health and medical care needs; mental health services, and mass casualty/fatality management. There are 15 ESFs, which are the grouping of governmental and select private sector capabilities into an organizational structure to provide support, resources, program implementation, and services that are most likely needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal following domestic incidents.
- 11. **Emergency Medical Services for Children Program (EMS-C)** - is an HHS initiative to ensure that every ill and injured child, no matter where they live, attend school, or travel, receives appropriate emergency medical care. A federal grant program supports state and local action. Every U.S. state/territory has a partnership grant that funds the local program. In January of 2016, Connecticut's EMS-C transitioned from the Department of Public Health to Yale New Haven Hospital.
- 12. **Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)** - is the national program which provides guidance and assistance for the development of standardized state based programs for registering and verifying the credentials of volunteer health professionals in advance of an emergency or disaster. In Connecticut, it is known as the **State of Connecticut Emergency Credentialing Program (ECP)** for Healthcare Professionals to identify, pre-qualify ("credential") volunteer healthcare providers who are licensed in Connecticut in advance of a large-scale disaster or public health emergency.
- 13. **emPOWER initiative** - is an integrated platform, launched by the Office of the Assistant Secretary for Preparedness and Response (ASPR) in partnership with the Centers for Medicare and Medicaid Services (CMS), that provides dynamic data and mapping tools to help state and local health Departments, and their partners better anticipate, mitigate, plan for, and respond to the potential needs of electricity dependent at-risk populations prior to, during, and after a disaster.
- 14. **emPOWER Map** - is an interactive public map available as a tool of the empower initiative that provides monthly de-identified Medicare data – down to the zip code level and an expanded set of near real-time hazard tracking services. Together, this

information provides enhanced situational awareness and actionable information for assisting at-risk populations that may be impacted by severe weather, wild fires, earthquakes, and other disasters.

15. **Essential Elements of Information (EEI)** - is Information collected under the ESFs to enable situational awareness of an incident or response.
16. **Everbridge Mass Notification System (Everbridge)** - is a notification system that enables users to send notifications to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification system brings the power and security of communications and incident management to mobile devices during and after all emergency and non-emergency events.
17. **Hazard Vulnerability Analysis (HVA)** – is a systematic approach to identifying all hazards that may affect an organization and/or community, assessing the risk (probability of hazard occurrence and the consequence) associated with each hazard, and analyzing the findings to create a prioritized comparison of hazard vulnerabilities. The consequence, or “vulnerability,” is related to both the impact on organizational function and the likely service demands created by the hazard impact.
18. **Health Alert Network (HAN)** - is a program under the CDC to ensure that each community has rapid and timely access to emergent health information for effective public health preparedness, response, and service on a 24/7 basis. HAN is a strong national program that provides the infrastructure to support the dissemination directly and indirectly of health alerts, advisories, and updates providing vital health information at the state and local levels, and beyond.
19. **Healthcare Coalition (HCC)** – is a group of individual health care and response organizations (e.g. hospitals, emergency medical services (EMS), emergency management organizations, public health agencies, etc.) in a defined geographic location. HCCs play a critical role in developing health care delivery system preparedness and response capabilities. HCCs serve as multiagency coordinating groups that support and integrate with ESF-8 activities in the context of Incident Command System (defined below) responsibilities.
 - a. **Core HCC Membership** – includes the following:
 - i. Hospitals (a minimum of two acute care hospitals)
 - ii. EMS (including inter-facility and other non-EMS patient transport systems)
 - iii. Emergency management organizations
 - iv. Public health agencies
 - b. **HCC Coordinating Entity** – is the fiduciary and administrative agent designated by its HCC members and responsible for coordinating the completion of activities, pursuant to this contract, by its HCC members.
20. **Hospital Emergency Administrative Radio (H.E.A.R.)** – is a two-way radio system intended to provide ambulance-to-hospital and hospital-to-hospital communications, especially during natural disasters or other wide-scale emergencies.
21. **Hospital Preparedness Program (HPP)** – is a federal program under the U.S. Department of Health and Human Services (HHS) that provides leadership and funding through grants and cooperative agreements to states, territories and eligible municipalities to improve Surge Capacity (defined below) and enhance community and hospital preparedness for public health emergencies.

22. **Hotwash** - is the immediate "after-action" discussion and evaluation of an agency's (or multiple agencies') performance following an exercise, training session, or major event.
23. **HPP Field Project Officer (FPO)** – is a federal official who:
 - a. serves as the regional liaison with HPP grant recipients;
 - b. promotes coordination between grant recipients, regional efforts and federal resources;
 - c. provides technical assistance on grants;
 - d. conducts HCC site visits;
 - e. monitors grant activity and funds.
24. **Incident Action Plan (IAP)** - is an organized course of events that addresses all phases of incident control within a specified time. An IAP is necessary to effect successful outcomes in any situation, especially emergency operations, in a timely manner.
25. **Incident Command System (ICS)** - is a standardized on-scene incident management concept designed specifically to allow responders to adopt an integrated organizational structure equal to the complexity and demands of any single incident or multiple incidents without being hindered by jurisdictional boundaries.
26. **Mass Dispensing Area (MDA)** – is one or more local health departments/districts that collaborate on the mass distribution of vaccines or prophylactic medications in response to large-scale outbreaks of infectious disease.
27. **Medical Countermeasures (MCM)** – Pharmaceuticals and medical supplies including vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of the treatment of (oral or injection) the affected population.
28. **Medical Reserve Corps (MRC)** - is defined as a network, sponsored by the Office of the Surgeon General of the United States, of community-based units initiated and established by local organizations to meet the needs of their respective communities in times of emergency. Each such MRC unit consists of medical and non-medical volunteers who contribute to local health initiatives, and supplement existing response capabilities.
29. **MEDSAT**- A satellite-based communication system that has two-way voice as well as dial-up telephone capability to allow for communications in challenging environments.
30. **Multi-Year Training and Exercise Plan (MYTEP)** - is the roadmap used in the development and maintenance of the overall preparedness capabilities required to achieve effective response to all hazards faced by DPH and its state, regional, local and private sector partners. It delineates the top priorities for improving the preparedness and response capabilities of organizations within the state's response framework responsible for Emergency Support Function (ESF) 8 operations, and defines the cycle of training and exercise activities that will provide the most benefit in achieving those capabilities.
31. **National Incident Management System (NIMS)** - is a comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines. It is intended to be applicable across a full spectrum of potential incidents, hazards, and impacts, regardless of size, location or complexity.
32. **Office of the Assistant Secretary for Preparedness and Response (ASPR)** within HHS was created under the Pandemic and All Hazards Preparedness Act in the wake of Hurricane Katrina to lead the nation in preventing, preparing for, and responding to

the adverse health effects of public health emergencies and disasters. ASPR focuses on preparedness planning and response; building federal emergency medical operational capabilities; countermeasures research, advance development, and procurement; and grants to strengthen the capabilities of hospitals and health care systems in public health emergencies and medical disasters. The office provides federal support, including medical professionals through ASPR's National Disaster Medical System, to augment state and local capabilities during an emergency or disaster.

33. **Ottillie W. Lundgren Memorial Field Hospital (Mobile Field Hospital)** - is a 100-bed mobile field hospital designed to support the state's health care system in response to man-made and natural disasters. The hospital is deployable as a flexible configuration of four 25-bed units that operate jointly or independently to provide triage and treatment anywhere in the state in the event of a mass casualty. It can also support an acute care hospital after a catastrophic structural or mechanical failure.
34. **Personal Protective Equipment (PPE)** – is equipment to minimize exposure to serious workplace injuries and illnesses. These injuries and illnesses may result from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. Personal protective equipment may include items such as gloves, safety glasses and shoes, earplugs or muffs, hard hats, respirators, or coveralls, vests and full-body suits.
35. **Population at risk** – is a specific group or subgroup that is more likely to be exposed, or be more sensitive to a given situation than the general population.
Read more at: <http://www.businessdictionary.com/definition/population-at-risk.html>.
36. **Public Health Emergency Preparedness Program (PHEP)** - is a federal program under the HHS that provides leadership funds state and local public health systems to strengthen their abilities to respond to all types of public health incidents and build more resilient public health systems.
37. **Strategic National Stockpile (SNS)** – is the United States' national repository of antibiotics, vaccines, chemical antidotes, antitoxins, and other critical medical equipment and supplies. In the event of a national emergency involving bioterrorism or a natural pandemic, the SNS has the capability to supplement and re-supply local health authorities that may be overwhelmed by the crisis, with response time as little as 12 hours. The SNS is managed by the CDC with support from other agencies in HHS.
38. **Surge Capacity** – a healthcare system's ability to rapidly expand beyond normal services to meet the increased demand for qualified personnel, medical care and public health in the event of bioterrorism or other large-scale public health emergencies or disasters.
39. **Vulnerable Populations** - A range of residents who may not be able to comfortably or safely access and use the standard resources offered during a disaster or relief and recovery activities. Such residents may include but not be limited to people with sensory impairments (blind, deaf, hearing impaired), cognitive disorders, mobility limitations, and non-English speaking or having limited English language comprehension. Vulnerable populations may require specific emergency response planning to address each such vulnerable population's specific situations and needs.
40. **Web EOC** - A web-based, secure information system developed for public safety, emergency management officials, and emergency operations centers (EOCs) that provides a single access point to collect and disseminate emergency or event related

information. Web EOC also provides authorized users real-time information in a user-friendly format to aid them to make decisions.

- D. **Guidance:** The following guidance documents, as may be revised or updated from time to time, are available to facilitate completion of contract activities:

1. **Public Health Preparedness Capabilities: National Standards for State and Local Planning:** https://www.cdc.gov/phpr/readiness/00_docs/DSLR_capabilities_July.pdf
2. **2017-2022 Healthcare Preparedness and Response Capabilities:**
<https://phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>
3. **2017-2022 Hospital Preparedness Program Performance Measures Implementation Guidance:**
<https://phe.gov/Preparedness/planning/hpp/reports/Documents/hpp-pmi-guidance-2017.pdf>
4. **Funding Opportunity Announcement, CDC-RFA-TP17-1701, (FOA):**
<https://www.grants.gov/web/grants/view-opportunity.html?oppId=290860>
5. **Agency for Toxic Substances & Disease Registry – Social Vulnerability Index (SVI):** <https://svi.cdc.gov/>

E. **Description of Services:**

1. **Development and Governance of HCC:** The Contractor shall work with its HCC members to assist with implementation of a governance structure and necessary processes to execute activities related to health care delivery system readiness and coordination.
 - a. Such structure requires that the regional HCC:
 - i. includes core and additional members, so that at a minimum, hospitals, EMS, emergency management organizations, and public health agencies are represented;
 - ii. convenes monthly meetings of its members and maintains minutes of meetings;
 - iii. defines and implements a governance structure and necessary processes to execute activities related to health care delivery system readiness and coordination.
 - b. The Contractor shall assist the HCC in its effort to:
 - i. use a template provided by the Department to develop the governance structure;
 - ii. document the following information related to the HCC's governance structure:
 - 1) Core HCC Membership,
 - 2) The organizational structure to support HCC activities,
 - 3) Member guidelines for participation and engagement,
 - 4) Policies and procedures,
 - 5) Integration within existing state, local and member-specific incident management structures and specific roles;
 - iii. submit all documentation:

- 1) electronically to the Department's HCC Coordinator (HCCC) via email at hcc.dph@ct.gov,
 - 2) to an FPO, in the requested format, upon request;
 - iv. include monthly HCC meeting minutes with submitted documentation.
2. **Develop HCC Preparedness Plan:** The Contractor shall assist its HCC members to:
 - a. develop or modify an existing preparedness plan that meets the minimum requirements of a HCC plan as described in the FOA;
 - b. develop the preparedness plan based upon a template provided by the Department;
 - c. afford all member organizations the opportunity to provide input into the preparedness plan;
 - d. obtain approval of the plan from its Core HCC Membership;
 - e. provide all member organizations with a final copy of the plan;
 - f. submit the plan to the Department and the Assistant Secretary of ASPR as part of the final Contract report.
3. **Identify Probable Risks:** The Contractor shall assist its HCC members to:
 - a. use a template provided by the Department to complete a HVA to identify and plan for risks;
 - b. use findings from the HVA to set priorities for:
 - i. planning and coordination,
 - ii. identification of training needs,
 - iii. conducting appropriate exercises;
 - c. submit the documentation of the HVA to:
 - i. the Department's HCCC,
 - ii. to an FPO, in the requested format, upon request.
4. **Identify Populations at Risk:** The Contractor shall assist its HCC members to:
 - a. identify community partners having established relationships with diverse at-risk populations, such as social service organizations, Federally Qualified Health Centers, and EMS-C;
 - b. consider de-identified data from the emPOWER Map every six months to identify populations with unique health care needs such as dialysis and those with electricity-dependent medical and assistive equipment i.e., ventilators and wheel chairs;
 - c. consider data from additional sources, such as HCC membership, community partners, and the Agency for Toxic Substances and Disease Registry (ATSDR)'s Social Vulnerability Index tool;
 - d. provide information concerning populations at risk to the Department.
5. **Engage Communities & Healthcare Systems:** The Contractor shall assist its HCC members to:
 - a. complete and submit on at least a semi-annual basis a healthcare leader briefing template created by the Department for dissemination to Connecticut hospital executives and other leaders;

- b. represent the HCC at semi-annual statewide HCC meetings and associated working groups;
 - c. report to the Department, by February 1, 2018, the name of its fiduciary/administrative support organization for Funding Period Two of the five year Cooperative Agreement.
- 6. **Strengthen Incident Management:** The Contractor shall assist its HCC members to establish ICS structures for its members to include:
 - a. requiring at least one of its core members to receive on-line NIMS training provided by the Department;
 - b. having its members attend a training session provided by the Department on NIMS/ICS;
 - c. promotion and implementation of NIMS among its HCC members, including training, exercises, and opportunities to facilitate operational coordination with public safety and emergency management organizations during an emergency using an ICS structure.
- 7. **Strengthen Information Management by Sharing Situational Awareness across Health Care and Public Health Systems:** The Contractor shall assist its HCC to access and collect timely, relevant, and actionable information about its members during emergencies, and provide state and federal health authorities with situational awareness data as requested by facilitating its members:
 - a. participation in two redundant communications Drills sponsored by the Department to assess whether communication systems and backup systems are working when needed;
 - b. participation in a Department training workshop to discuss and define the EEI that its HCC members should report to the HCC;
 - c. participation in the HAN and Web EOC reporting, and compliance with all reporting directives requested by the Department's Commissioner or the Department's Office of Public Health Preparedness and Response during drills, exercises or emergencies.
- 8. **Strengthen Countermeasures. Manage Access to and Administration of Pharmaceutical and non-Pharmaceutical Interventions:** The Contractor shall assist its HCC members to:
 - a. participate in MCM operational readiness reviews and briefings by the state's CRI/MCM coordinators to understand their jurisdictional MCM distribution plans;
 - b. participate in the Department's planning and Exercise activities around MCM, including participation in Drills pursuant to the MYTEP.
- 9. **Strengthen Surge Management:** The Contractor shall assist its HCC members to conduct the Department's developed coalition surge test for its region in accordance with the FOA, using a simulated evacuation scenario that includes a Functional Exercise and a facilitated hotwash.
- 10. **Education and Training:** The Contractor shall assist its HCC members to:
 - a. conduct or participate in education and training to address health care and public health emergency preparedness and response gaps identified through strategic planning, the HCC preparedness plan, hazard vulnerability assessment, or AARs;

- b. send appropriate staff to participate in Division of Emergency Management and Homeland Security (DEMHS) trainings whenever possible;
 - c. maintain documentation of HCC related trainings conducted in Funding Period One that relate to emergency preparedness, detailing the subject matter, target audience, date, and objectives of the training.
11. **Drills and Exercises:** The Contractor shall assist its HCC members to conduct Drills and Exercises and require that at least one member of the HCC:
- a. attends Drill and Exercise planning meetings scheduled by the Department;
 - b. notifies the Department's Drill and Exercise Coordinator, on forms provided by the Department, of each regional HCC Drill and Exercise under this section at least 30 days in advance of the Drill or Exercise.
 - c. submits an AAR and IP on each HCC regional Drill and/or Exercise under this section, on forms provided by the Department, to the Department's Drill and Exercise Coordinator within 45 days of completion of each HCC Drill and/or Exercise.
 - d. describes in the AAR where areas for improvement have been identified from Exercises or real-world events and how the regional HCC and statewide preparedness plan will be revised to reflect improvements.
12. **Health Care and Medical Response Coordination:** The Contractor will assist its member hospitals and local health departments to achieve alignment between their emergency operations plans and coalition plans.
13. **Performance Evaluation:** The Contractor shall use a tool provided by the Department to self-assess its progress toward meeting HPP and PHEP program requirements and the 2017-2022 Health Care Preparedness and Response Capabilities.

F. Subcontracts:

- 1. The Contractor shall enter into a separate written subcontract with each acute care hospital and local health department/district identified in the Budgets of **Section VV** of this Contract.
- 2. Each subcontractor shall comply with all applicable requirements of this contract, including the applicable requirements identified in Attachment #1.
- 3. Unless approved by the Department:
 - a. All activities and requirements identified in Attachment #1 as appropriate for the type of institution (Acute Care Hospital or Local Health Department/District) shall be included verbatim in the subcontract executed between the Contractor and subcontractor.
 - b. All requests for modification of subcontractor deliverables or deviation from the activities and requirements included in Attachment #1 shall be submitted in writing to the Department's HCCC for approval prior to execution with any subcontractor.
- 4. Each subcontractor's compliance to subcontractor deliverables and reporting requirements shall be monitored and shall be considered in subsequent decisions regarding department funding of the subcontractor under other contracts, at the sole and final discretion of the Department.
- 5. Acute Care Hospital subcontractors receiving such funds shall only use such funds for regionally-beneficial preparedness activities as identified in this contract and Attachment #1.

6. The Contractor shall provide the Department with copies of each such fully executed subcontract upon request by the Department.

G. Reports and Report Schedule:

1. The Contractor shall submit written reports of the following deliverables electronically to the Department's HCCC at hcc.dph@ct.gov.
 - a. A written work plan based on a template provided by the Department of all regional HCC services and/or activities under this Contract, including timeline within 30 days of execution of the Contract.
 - b. Programmatic Progress Reports, using a progress report template developed by the Department, which describe the status of all Contractor and subcontract deliverables on a quarterly basis. These programmatic progress reports will include all of the programmatic work conducted by the Contractor and subcontractors.
 - c. The final Programmatic Progress Report for the Funding Period shall be cumulative and reflect the status of all Contractor and subcontractor deliverables completed during the Funding Period.
2. The Contractor shall submit written Financial Expenditure Reports, that include all expenditures incurred in the provision of Contract services, electronically to the Department's Contracts and Grants Management Section (CGMS) as follows:
 - a. Financial Expenditure Reports shall be submitted to DPH-CGMS-FinReports, DPH in the format provided by the Department.
 - b. The final Financial Expenditure Report for the Funding Period shall be cumulative and include all expenditures incurred by the Contractor and all subcontractors during the Funding Period.
 - c. The final Financial Expenditure Report shall not include any unpaid obligations.
3. The final Programmatic Progress report and Financial Expenditure Report from the Contract Funding Period shall be submitted not later than 45 days after the completion of the scheduled work, the end of the Contract Funding Period, or the end of the Contract period, whichever comes first.
4. The Contractor's Programmatic Progress Reports and Financial Expenditure Reports shall be submitted according to the following schedule:

REPORTING PERIOD	REPORTS DUE BY
July 1, 2017 to September 30, 2017	November 30, 2017
October 1, 2017 to December 31, 2017	January 31, 2018
January 1, 2018 to March 31, 2018	April 30, 2018
April 1, 2018 to June 30, 2018	August 15, 2018

H. Budget and Funding:

1. The Contractor shall:
 - a. adhere to and expend funds in accordance with the budget(s) included in Section **VV** of this Contract;
 - b. obtain approval from the Department in writing for any expenditure that exceeds a budget line item by more than 20%;
 - c. obtain prior written approval from the Department before reallocating any funds budgeted for one subcontractor to another.

2. This Contract includes federal financial assistance and therefore such funds shall be subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
3. **Budgeted Administrative Costs:** This Contract includes funds for costs the Contractor incurs to provide contracted services under this contract, including but not limited to office supplies, photocopying, and postage. Such costs shall be documented by the Contractor on Financial Expenditure reports submitted by the Contractor as required by the terms of this Contract.

I. Payments and Payment Schedule; Under Expenditures, Surplus or Excess Payments and Refunds:

1. The total amount of payments made under this Contract shall not exceed **\$719,511**
2. **Payment and Payment Schedule:** Payment shall be made according to the following schedule upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.

Payment #	Max Amount	Payment Condition	Not Before
1	\$359,756	Upon execution of the Contract	July 1, 2017 and Contract Execution
2	\$143,902	Upon receipt and approval of the 1 st and 2 nd periodic reports	February 1, 2018
3	\$143,902	Upon receipt and approval of the 3 rd periodic reports	May 1, 2018
4	\$71,951	Upon receipt and approval of the 4 th (final) periodic reports	August 16, 2018

- a. At the beginning of the term of the Contract, the initial payment, as authorized by the payment schedule above, shall be processed by the Department upon receipt of a fully executed Contract.
- b. Second and subsequent payments shall be processed by the department not later than 30 calendar days after the department approves the Programmatic Progress and Financial Expenditure Reports, as submitted by the Contractor according in accordance with the above schedule.
- c. The Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.
3. **Reimbursement:** If any payment under this Contract includes reimbursement of direct expenses, such payment made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.
4. **Under-expenditures:** When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment

amounts for the balance of the Contract year after providing written notice to the Contractor.

5. Payment Reduction: The Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:

- 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 Department approval, or
- d. has submitted reports that do not support the need for full payment.

The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.

6. Surplus or Excess Payments; Refund: The Contractor shall:

- a. upon demand by the Department at the end of the term of the Contract, remit in full to the Department 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 Department.
- c. be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

J. Travel: For travel, meal and similar expenses allowed by this Contract, the Contractor 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 Contractor does not have access to the Internet for the purpose of accessing this information, DPH shall provide hard copies of such documents to the Contractor upon request.

K. Statutory and Regulatory Compliance: The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor's program.

L. Sovereign Immunity: The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State or any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have, or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

M. Contract Reduction: The Department reserves the right to reduce the contracted amount of compensation at any time in the event that: (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or (2) federal funding reductions result in reallocation of funds within the Department.

The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the Contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

- N. Americans with Disabilities Act of 1990:** This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability that may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

O. Contract Revisions and Amendments:

1. The Contractor shall submit to the Department in writing any proposed revision to the Contract and the Department shall notify the Contractor of receipt of the proposed revision.
2. Contract amendments must be in writing and shall not be effective until executed by both parties to the Contract, and, where applicable, approved by the Attorney General.
3. No amendments may be made to a lapsed contract.

- P. Effective Date:** This Contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this Contract shall be deemed effective for the entire term specified above. This Contract may be amended pursuant to the Contracts Revisions and Amendments provision herein.

- Q. Cancellation and Recoupment:** This Agreement shall remain in full force and effect for the entire term of the Contract period, unless either party provides written notice thirty (30) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the Contract during the term of the Contract.

1. In the event the health or welfare of the service recipients is endangered, the Department may cancel the Contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the Commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final.

2. The Department reserves the right to cancel the Contract without prior notice when the funding for the Contract is no longer available.
 3. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this Contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this Contract or any other contract between the state and the Contractor.
- R. **Prohibited Interest:** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- S. **Record Keeping and Access:** The Contractor shall maintain books, records, documents, program and individual service records and evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect accountability, transparency, and adherence to results based outcomes in addition to accounting for all direct and indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this Contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.
- T. **Indemnification:**
1. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
 2. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
 3. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

4. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 5. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 6. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
- U. **Litigation:** The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this Contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the Contract.
- The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.
- V. **Program Cancellation:** Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.
- W. **Utilization of Minority Business Enterprises:** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and C.G.S. §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e to carry out this policy in the award of any subcontracts.
- X. **Independent Capacity of Contractor:** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor will act in an independent capacity and not as officers or employees of the State of Connecticut or the Department.
- Y. **Lobbying:** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.
- Z. **Expenditures/Budget:** The Contractor agrees to expend funds in accordance with the included budget and any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department.

- AA. Surplus or Excess Payments:** The Contractor shall, at the end of the Contract period, remit to the Department in full any advanced funds in excess of the allowable costs. The Contractor shall be liable for any Department program or financial audit exceptions and shall return to the Department those payments which have been disallowed upon completion of the audit by the Department or as provided by the terms and conditions of this Contract.
- BB. Delinquent Reports:** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
- CC. Unspent Funds:** The Contractor shall refund any unexpended funds from this Agreement.
- DD. Audit Requirements:** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
- EE. Conflict of Interest:** At the Department's election, it may require the Contractor to submit a copy of its most recent IRS Form 990 submitted to the Internal Revenue Service or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.
- FF. Default by the Contractor:**
1. If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this Contract the Department may:
 - a. withhold payments until the default is resolved to the satisfaction of the Department;
 - b. temporarily or permanently discontinue services under the Contract;
 - c. assign appropriate state personnel to execute the Contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - d. require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - e. terminate this Contract;
 - f. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this Contract or both; and
 - g. any combination of the above actions.
 2. In addition to the rights and remedies granted to the Department by this Contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this Contract.
 3. Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered or has not met requirements as specified in this Agreement, the Department shall notify

the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this Contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the Commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the Commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

4. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.
- GG. **Non-enforcement not to constitute waiver:** The failure of either party to insist upon strict performance of any terms or conditions of this Agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.
- HH. **Subcontracts:** Approval must be obtained from the Department prior to entering into subcontracts for services described in this Contract. The subcontractor's identity, services to be rendered and costs shall be detailed in the Budget Detail of this Contract. No subcontractor may be used or expense under this Contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in this Contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this paragraph or any other paragraph of this Contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Department upon request. All subcontracts issued using funds from this Contract shall include provisions requiring such subcontractors to comply fully with all applicable terms and conditions of this original Contract. The Contractor shall be responsible for monitoring the fiscal and programmatic activities of any subcontractor. Reports of subcontractor activities and expenditures must be submitted in the format and at the times required by the Department.
- II. **Inspection of Work Performed:** The Department or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor, or to evaluate the work being performed in accordance with C.G.S. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to the Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.

The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices that

sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this Contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.

JJ. This Agreement includes Federal Financial Assistance that is subject to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

KK. **Confidential Information:**

1. **Definitions:**

- a. **"Confidential Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- b. **"Confidential Information Breach"** shall mean an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

2. **Protection of Confidential Information:**

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state

law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act (HIPAA) or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

LL. Credits and Rights in Data:

1. Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall

indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this Contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.

2. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, evaluation tools, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, promotional materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, pilot tests, teaching modules, PowerPoint presentations, digital and electronic materials, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

MM. Facility Standards and Licensing Compliance: The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

NN. Transition after Termination or Expiration of Contract: In the event that this Contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the Contract's expiration, the Contractor will assist in the orderly transfer of clients served under this Contract as required by the Department and will assist in the orderly cessation of operations under this Contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the Contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The contractual agreement may be amended as necessary to guarantee transition requirements are met during the term of this Contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current Contract until the transition may be concluded.

OO. Safeguarding Client Information: The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this Contract with all applicable federal and state law concerning confidentiality.

PP. Reporting of Client Abuse or Neglect: The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§17a-101 through 103e, 19a-216, § 46b-120 related to children; C.G.S. § 46a-11b relative to persons with intellectual disability and C.G.S. § 17a-412 relative to elderly persons.

QQ. Suspension or Debarment: Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

1. Has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
2. Is not presently indicted for or otherwise criminally or civil charged by a governmental entity with commission of any of the above offenses.
3. Has not within a three year period preceding this Agreement had one or more public transactions terminated for cause or fault.

Any Change in the above status shall be immediately reported to the Department.

RR. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission:

1. **Choice of Law and Choice of Forum:** The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this Contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
2. **Settlement of Disputes:** Any dispute concerning the interpretation or application of this Contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the Contract.
3. **Claims Commission:** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

SS. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"):

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
2. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
3. The State of Connecticut Agency named on page 1 of this Contract is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
4. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

5. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
6. **Definitions:**
 - a. **"Breach"** shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
 - b. **"Business Associate"** shall mean the Contractor.
 - c. **"Covered Entity"** shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - e. **"Electronic Health Record"** shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - f. **"Individual"** shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - g. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - h. **"Protected Health Information" or "PHI"** shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - j. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his designee.
 - k. **"More stringent"** shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - l. **"This Section of the Contract"** refers to the HIPAA Provisions stated herein, in their entirety.
 - m. **"Security Incident"** shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - o. **"Unsecured protected health information"** shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
7. **Obligations and Activities of Business Associates:**

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- c. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- f. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- g. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- h. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with HIPAA Standards.
- j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulation promulgated thereunder.
- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with clause (7)(j) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42

U.S.C. §17935) and any regulation promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. §164.528 and section 134056 of the HITECH Act (42 U.S.C. §17935) and any regulation promulgated thereunder.

- I. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- m. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- n. In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; (c) provide a copy of the individual's PHI in an electronic health record; or (d) amend PHI in the individual's designated record set, the Business Associate agrees to notify the covered entity, in writing, within five business days of the request.
- o. Business Associate agrees that it shall not, and shall ensure that its subcontractor do not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- p. Obligations in the Event of a Breach.
 - i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

- 1) A description of what happened, including the date of the breach and the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - 2) A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3) The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 - 4) A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- iv. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (c) of this Section and determine whether, in its opinion there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.406.
- vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- vii. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

8. Permitted Uses and Disclosure by Business Associate:

- a. **General Use and Disclosure Provisions:** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - b. **Specific Use and Disclosure Provisions:**
 - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
9. **Obligations of Covered Entity:**
- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
10. **Permissible Requests by Covered Entity:** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
11. **Term and Termination:**
- a. **Term:** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause (7)(j) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return

or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- b. **Termination for Cause:** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - c. **Effect of Termination:**
 - i. Except as provided in (11)(b.) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause (7)(j) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
12. **Miscellaneous Provisions:**
- a. **Regulatory References:** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - b. **Amendment:** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - c. **Survival:** The respective rights and obligations of Business Associate shall survive the termination of this Contract.

- d. **Effect on Contract:** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - e. **Construction:** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - f. **Disclaimer:** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - g. **Indemnification:** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, under this section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
- TT. **Campaign Contribution Restrictions:** For all State contracts as defined in C.G.S. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations. See Form reproduced below.
- UU. **Whistleblowing:** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of

the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

W. Approved Budget:

The rest of this page is left blank intentionally

CODE OF ETHICS
BUSINESS COMPLIANCE NOTIFICATION

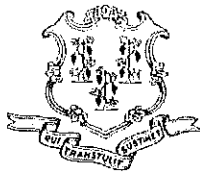
All state contracts issued must comply with CGS 1-84(i) which requires that the business entity receiving a non-competitive contract is not associated with a public official or state employee, nor is it associated with a member of the immediate family of a state employee or public official. The following definitions are offered to facilitate compliance with CGS 1-84(i).

1. An associated business is one in which the individual or immediate family member is a director, officer, owner, partner, or holder of 5% or more of the total outstanding stock of any class. (Officer refers only to the positions of president, executive or senior vice-president, or treasurer). Associated business also includes trusts, if a family member has an interest which exceeds 10% of the value of the trust or \$50,000, whichever is less.
2. The term business includes both profit and non-profit undertakings.
3. Immediate family includes any spouse, children, or dependent relatives residing in the individual's household.

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Raul Pino, M.D., M.P.H.
Commissioner



Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

AFFIRMATIVE ACTION CONTRACT COMPLIANCE POLICY STATEMENT

The Department of Public Health (DPH) is an Affirmative Action/Equal Employment Opportunity employer, in compliance with all state and federal laws and shall comply with the Contract Compliance Regulations and CGS 4a-60 Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities. Consistent with the Contract Compliance Regulations of Connecticut State Agencies, Sections 46a-68j-21 through 46a-68j-43, DPH encourages bidders, contractors, subcontractors, and suppliers to:

- Develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market
- Develop and follow an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive
- Submit employment statistics contained in the "Employment Information Form," indicating that the composition of its workforce is at or near parity when compared to the race/sex composition of the workforce in the relevant labor market area
- Develop and follow a plan to set aside a portion of the contract for legitimate minority business enterprises per Section 46a-68j-30(10)(E) of the Contract Compliance Regulations

DPH considers bidders success in these factors in reviewing the bidder's qualifications under the Contract Compliance requirements. Accordingly, any individual or organization that desires to business with DPH shall not:

- Discriminate or permit discrimination against any protected class person or protected group in the performance of contracts
- Engage in discriminatory practices or permit discriminatory practices in their workplace
- Cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities
- In all contract solicitations or advertisements state that they are an "affirmative action-equal opportunity employer"
- Must sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process

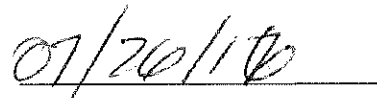


Phone: (860) 509-8000 • Fax: (860) 509-7184
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134-0308
Affirmative Action/Equal Opportunity Employer

DPH notifies bidders, contractors, subcontractors, and suppliers of this policy and will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area may be required to show good faith efforts to ensure that their personnel policies and practices do not have a discriminatory impact.



Raul Pino, MD, MPH
Commissioner, Department of Public Health



DATE

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

CITY OF NORWALK
FIRE DEPARTMENT
Apparatus Maintenance Division

IV 2

100 Fairfield Ave.

NORWALK, CONNECTICUT 06854



Tel: (203) 854-0200

Fax: (203) 854-0219

To whom it concerns,

This letter is just to give a quick overview in response to postpone the request to purchase the (2) budgeted 2018 Ford Explorers. I understand that the city is still in a current freeze on spending.

Due to the reliability and safety concern of the vehicles in discussion I feel that they cannot continue to be put off for many reasons.

- The total for the vehicles is correct it does only total \$68.8 for the vehicles them self. Both vehicles are emergency response outfitted vehicles that would need to be up fitted with emergency lights and communication equipment. The radio equipment alone over the past few years has increased dramatically. Each car to equip with two way communication now will cost approximately \$6,000 each. A basic lighting package and siren is \$3,800 each.
- The current total before any price increases from vendors is
 - Explorers: \$68,862
 - Radios: \$12,000
 - Lighting: \$7,600
 - Total: \$88,462

*I have been informed that there is another radio price increase in the near future coming from Motorola.
- The 2007 Explorer that is being replaced has 175,000 miles and has had several transmission repairs & replacements and currently is in need of another transmission. The cost of a transmission rebuild is about \$4500-\$5000. The current value of the explorer if sold privately is \$2000 (KBB)
- The 2002 explorer is budgeted to be replaced for reliability reasons. It currently has 90,000 miles. The inspection division is now back up to full capacity and the explorer is not reliable for day to day operations & inspections without the need of the attention of the mechanics for steering & brake issues that arise due to rusted lines and steering components. This vehicle is valued at less than \$2000 (KBB). To continue to replace and repair these drive line & braking components will well exceed the value of this vehicle.

These are just some of the basic issues that I would hope show the need to replace these vehicles currently and not prolong the life of something that should have been taken off the road sooner.

Respectfully,
Patrick Keough
Master Mechanic
Norwalk Fire Apparatus Maintenance