

14 POINTS

INFORMATION AND JUSTIFICATION

November 29, 2023

1. **Background:** The Fairfield Police Department has been involved with FEMA's Port Security Grant Program (PSG) since 2010. The PSG fully funded the 2011 33' SAFEBOAT and funded 75% of our 2015 23' SAFEBOAT. The PSG program funds sustainability grants used to offset the maintenance cost of the above-listed assets. Upon receipt of a PSG award, it has a three-year cycle. The PSG sustainability funding is a 75/25 match grant. Fairfield Police Department funds 25% of the total award over a three-year budget cycle.
2. **Purpose & Justification:** The Fairfield Police Department utilizes PSG sustainability funding to offset maintenance costs for the Marine Unit vessels. (Preventative maintenance: oil/filters/props/anodes, etc.)
3. **Detailed Description of Proposal:** The Marine Unit utilizes PSG sustainability funding for preventive maintenance over the cycle of the grant period.
4. **Reliability of Estimated Cost:** The Marine Unit has maintained maintenance contracts with Rex Marina. Preventative maintenance costs can be budgeted out based on prior practice and service recommendations from equipment manufacturers.
5. **Increased Efficiency:** Alleviates the financial burden on the Police Department budget by offsetting 75% of the maintenance cost.
6. **Additional Long-Range Costs:** Pending a catastrophic mechanical failure (i.e., lower unit or engine component failure). There are no anticipated additional costs.
7. **Additional Use or Demand on Existing Facilities:** No additional burdens.
8. **Alternatives to this request:** Alternatives would result in a 75% increase in budget requests for the Marine Unit to maintain Police vessels. The 2011 and 2015 Police Vessels were acquired through the PSG therefore they are eligible for PSG sustainability funding.
9. **Safety and Loss Control:** Funding the preventive maintenance schedule for the Police vessels ensures the safety of the operating personnel and the community they serve.
10. **Environmental Considerations:** There are no adverse environmental impacts from the maintenance of the Police vessels.
11. **Insurance:** No impact to insurance rates or coverage from this expenditure.

12. **Financing/Project Life:** The 25% match for the PSG sustainability funding has historically come out of the Police Department's maintenance budget. The ***total*** 25% match is spread out over the three-year grant cycle.

Example: Total Award \$50,000.00
 FEMA PSG \$37,500.00
 Police Dept. \$12,500.00 (\$4166.66 FY1, \$4166.66 FY2, \$4166.66 FY3)

13. **Other Considerations:** Public Safety

14. **Other Approvals:** Town of Fairfield Grant Application Request was submitted.

Respectfully Submitted,
James Wiltsie
Sergeant
Police Department

GRANT APPLICATION Process for grants \$10,000+

Town of Fairfield CT / Finance Dept.

14 Point Document / Information and Justification

1. Background: The state designated a portion of ARPA funds to be distributed to municipalities. In order for the Town to receive its \$131,000 allocation, the Town is submitting a Beneficiary Information Form describing how its proposed use of the funds, construction of an ADA compliant, outdoor fitness center adjacent to its senior center, fulfills ARPA requirements. FY 2024 Legislative Grant to Town of Fairfield. The designated state ARPA Grant, combined other state grant funds will allow the Town to greatly enhance fitness options for seniors with a state- of -the art ADA compliant, accessible outdoor center, at no cost to the Town.
2. Purpose And Justification: Fairfield proposes to use funds to construct an ADA compliant, outdoor fitness center adjacent to its senior center. The purpose for installing this outdoor option is to serve the population of seniors, who, due to the COVID epidemic and concerns about disease transmission, are reluctant to participate in indoor activities. Also, because the facility will include a variety of accessible strength, agility, and conditioning equipment, it will serve seniors with disabilities or physical limitations. This project will strengthen efforts to reengage seniors who have not been participating in activities post COVID and also attract new members. The project adds to the center's range of programs designed to meet the needs of seniors of various ages, interests, and concerns.
3. Detailed Description of Proposal: See attached design.
4. Reliability of Estimated Cost: The estimated total construction cost for the outdoor fitness center is \$261,610.45. Funds in excess of the \$131,000 automatic award will be allocated from a \$350,000 grant to the Senior Center championed by the Fairfield legislative delegation and included in the recently adopted state budget.
5. Efficiency & Productivity: n/a
6. Additional Long Range costs: n/a
7. Additional Use or Demand on Existing Facilities: There will not be additional burdens placed on facilities, labor, utilities, etc. as a result of this grant request.

8. Alternates to this request: n/a
9. Safety and Loss Control: n/a
10. Environmental Considerations: There are no environmental impacts from the proposed expenditure.
11. Insurance: Consult with Risk Management is pending regarding any change in insurance costs.
12. Financing: The estimated total construction cost for the outdoor fitness center is \$261,610.45. Funds in excess of the \$131,000 automatic award will be allocated from a \$350,000 grant to the Senior Center championed by the Fairfield legislative delegation and included in the recently adopted state budget.
13. Other Considerations: There are no other reasons for the request not already described.
14. Other Approvals: BOS/BOF/RTM



Robert Kalamaras
Chief of Police



Fairfield Police Department

Continually Striving to Make Fairfield Safer
Honor - Professionalism - Excellence



100 Reef Road
Fairfield, CT 06824

Fairfield Police Department- Implementing Crisis Intervention Teams

1. Background-

This is a DOJ Grant awarded to expand Police CIT/Behavioral Health Programs. The Town of Fairfield proposed \$190,000 in funds over two years for:

- 1) 2 unmarked vehicles equipped with police radio and mobile dispatch terminal. One vehicle would allow the LCSW to arrive in her own vehicle rather than a police car to provide services. The second would allow a plain-clothes CIT officer to accompany the social worker on higher-risk needs for service. Separate vehicles are necessary to isolate protected information.
- 2) Overtime funding for "off-duty" CIT follow ups/ LCSW escorts.
- 3) Supporting quarterly meetings of the Fairfield Police Behavioral Health Network helps us to continue to grow the network, the goal being to offer the most extensive and comprehensive, wraparound services to the consumer. Further, the dialogue facilitated among the members helps to improve accessibility of services, streamline processes, and increase knowledge of trends and available resources among the members.
- 4) Increasing trainings and continued quality improvement; These are paramount in ensuring the growth of the necessary skillset in CIT officers. The Fairfield Police Department aims to maintain CIT training in 20% - 25% of its patrol force.

2. Purpose and Justification-

Justification- The Town of Fairfield has seen a dramatic increase in demands for behavioral health services. Proper staffing, training, and equipment increases the likelihood of safer and more appropriate outcomes for all. Further, there are subcommunities that experience barriers to services.

Purpose- Provide the resources, training, staffing, and equipment to meet the ever-increasing demands for behavioral health services, and to navigate cultural, financial, and communicative barriers that under-served communities face when attempting to access behavioral health services.

3. Detailed Description of Proposal-

A major component of improving access to mental health/substance misuse services is identifying and addressing barriers to, and apprehensions of seeking services, especially for underserved communities (for example, minority and elderly populations). Having CIT officers and a LCSW follow up with families after the moment of crisis, in plain clothing, and in unmarked/civilian vehicles, helps to reduce a variety of stigmas associated with crisis response. The civilian LCSW requires a vehicle to respond to homes to provide services and connect individuals and families with key mental health and substance misuse resources. To ensure the safety of the LCSW, she is accompanied by an on-duty CIT officer, who is often misperceived as serving a law enforcement function. In order to both ensure the safety of the LCSW, and reduce stigma, barriers, and apprehensions, it would be most beneficial to have the LCSW escorted by plain clothes, off-duty, CIT officer in an unmarked vehicle. Separate vehicles are important in order to preserve confidentiality of protected information. The unmarked vehicle utilized by the off-duty CIT officer will be utilized only for CIT purposes, only by CIT officers, and will not serve any other law enforcement purpose. The CIT officer will sign an MOU stipulating the restrictions of their duties, and restrictions of the vehicle use, when performing off-duty follow ups. The mobile dispatch terminals (MDT's) provide instant access to call history and past police reports which often contain key information to assist with planning visits and building rapport with the individual requiring services. The MDT also provides instant informational updates "off the air" to protect HIPAA sensitive information. The radio system is important as a communicative tool as well as an officer/LCSW safety tool should a situation require immediate additional emergency services (EMS, Fire Dept. Officer backup, etc.).

4. Reliability of Cost Estimate-

Vehicle and equipment costs are all actual costs based on FY23 awarded bids and state contracts. Training costs are based on historical data of specific training courses and associated fees, and travel estimates based on average rates as researched in 2023. Overtime rates are projected using the patrol-level officer overtime rates (FY23) times the number of hours projected to accomplish the goals of the program.

5. Increased Efficiency and Productivity

The program will allow the LCSW to expand our reach, increase contacts with the consumer base, and grow our support network (FPBHN). CIT officers conducting follow up visits on an overtime basis rather than while assigned on patrol will help increase the efficiency of not only the CIT team, but also increase the efficiency of the patrol division; an officer on routine patrol will be able to respond to every day, routine calls for service, while the CIT officers, off duty and in plain clothes, can dedicate the necessary time and resources to the community members requiring behavioral health services. This compartmentalization and distribution of labor will serve to address needs and demands in a more complete, thorough, and timely manner.

Fairfield Police Department

6. Additional Long Range Costs-

Part of accepting this grant award is a plan to ensure continued funding. Roughly \$95,000-\$100,000 per year is our estimate to continue this program of increasing access to services and improving behavioral health services to the entire community. Absent future grants, the Fairfield police department would aim to have our budget absorb these expenses in appropriate budget lines, such as Information Technology, Fees and Professional Services, Travel and Meetings, Training, Capital, Overtime Earnings, and Overtime Training.

7. Additional Use or Demand-

N/A

8. Alternatives to This Request-

The Fairfield police department would aim to have our FY24 budget and forward absorb these expenses in appropriate budget lines, such as Information Technology, Fees and Professional Services, Travel and Meetings, Training, Capital, Overtime Earnings, and Overtime Training.

9. Safety

Having highly trained specialists perform this type of work increases the likelihood of safe outcomes for officers, persons in crisis, and innocent bystanders. Having a plain clothes CIT officer accompany our LCSW to a follow up at a house where there is uncertainty of the conditions is ideal for the LCWS's protection. Proper equipment can assist with preparation and assessment of risk, as well as "in the moment" requests for assistance if a situation turns volatile.

10. Environmental Considerations-

N/A

11. Insurance-

CIT officers are sworn officers of the Fairfield Police Department. The LCSW is also an official Fairfield Police Department/Town of Fairfield Employee. All entities will be performing already sanctioned work, so town insurance will apply.

Fairfield Police Department

12. Financing-

The Fairfield Police Department has been awarded from the federal government, COPS office out of the Department of Justice, the following:

\$105,975 for equipment (two vehicles)

\$927.00 for supplies

\$800.00 for travel (national conference)

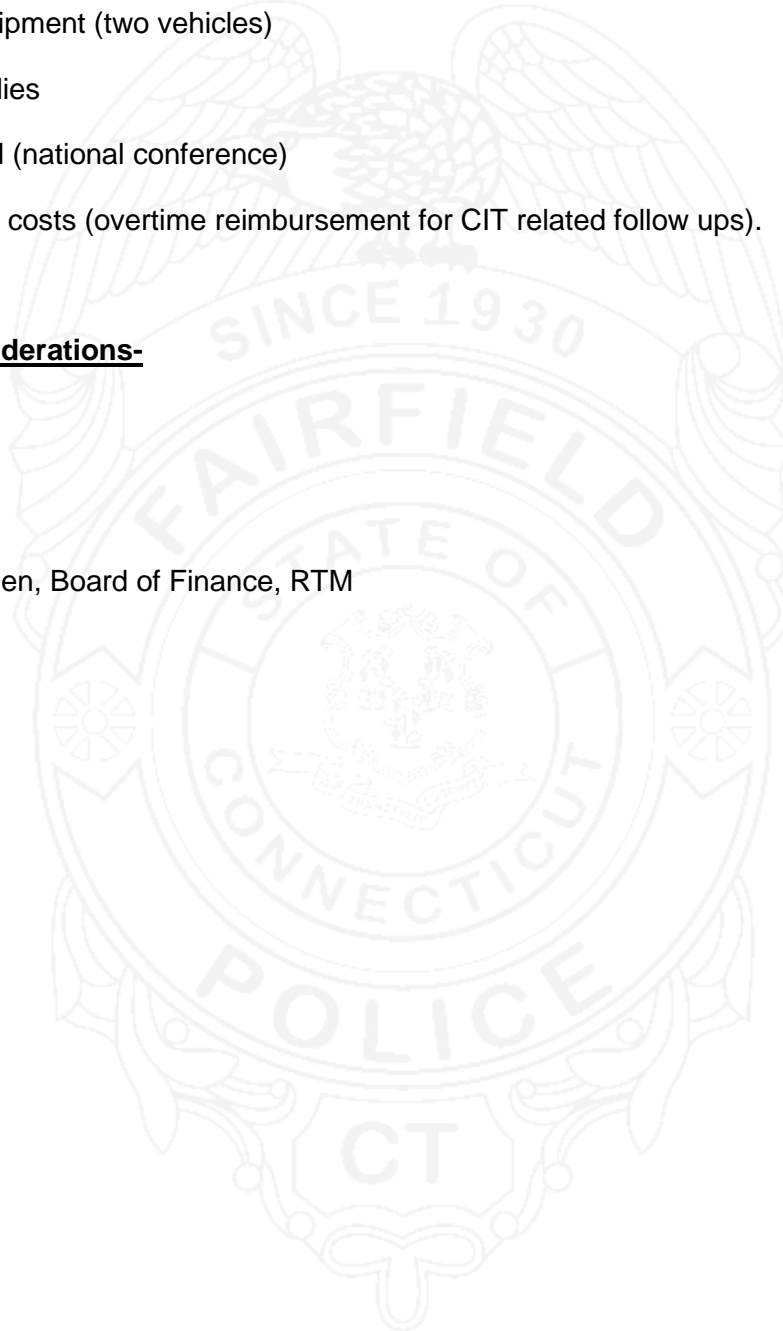
\$82,298 for other costs (overtime reimbursement for CIT related follow ups).

13. Other Considerations-

N/A

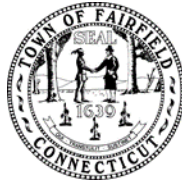
14. Approvals-

Board of Selectmen, Board of Finance, RTM



Fairfield Police Department





Town of Fairfield

Health Department

Sands L. Cleary
Director of Health

725 Old Post Road
Fairfield, CT 06824
203-256-3030 (phone)
203-254-8850 (fax)

TO: Board of Selectmen, Board of Finance, RTM

FROM: Sands Cleary, Director of Health

SUBJECT: Request from the Director of Health for an increase in the estimated revenue for State Grants in the amount of \$143,667.00 to cover the cost of Fairfield's influenza, COVID-19, and routine vaccinations. Resolved that the First Selectman is authorized to make, execute, and approve on behalf of the Town of Fairfield, any and all contracts or amendments thereof with the State of Connecticut Department of Public Health (DPH) to conduct activities described in the Immunizations and Vaccines for Children COVID-19 Supplements and Media Funding with an anticipated contract period of September 1, 2023 - June 30, 2025.

DATE: November 28, 2023

- I. **Background:** The Health Department is applying for the Immunizations and Vaccines for Children COVID-19 Supplements and Media Funding with a project period of September 1, 2023 to June 30, 2025. This funding is to cover costs related to influenza, COVID-19, and routine vaccinations. During this grant period, the Health Department will focus on immunization activities and media campaigns to promote the importance of vaccinations.
- II. **Purpose & Justification:** This grant provide funding to support the supplemental staffing to increase vaccination activities for influenza, COVID-19, and routine vaccinations. In addition
- III. **Detailed Description of Proposal:** These funds will support up to two part-time staff and associated costs to increase the department's immunization capacity. All funding will go toward personnel costs, fringe benefits, printing/publication, and marketing/advertising of immunizations.

Proposed Budget

Salary and Wages	One part time immunization support nurse (16 hours per week). One part time community health worker (16 hours per week)	\$90,772.00
Fringe Benefits	Est. Fringe 1.45%	\$1,316.00
Media Marketing Subcontractor		\$35,000.00
Printing/Publications		\$3,579.00
Printing and Advertising		\$13,000.00
Total		\$143,667.00

- IV. **Reliability of Estimated Cost:** Cost estimates were calculated in a manner similar to the numerous other grants the department has received and continues to manage. The department in conjunction with the Human Resources and Finance Department develops cost estimates. The Finance Department reviews the final application, the contract and all expenditure reports, as does the State Department of Public Health.
- V. **Increased Efficiency:** This funding source will provide staffing to continue our efforts in increasing immunization capacity and awareness to the public. These funds will enable planning and implementation of additional vaccination clinics.
- VI. **Additional Long-Range Costs:** We do not anticipate and long-range costs as all funds will be used to cover personnel cost with no materials or equipment will be purchased with these funds. Once the grant project period concludes all positions will end.
- VII. **Additional Use or Demand on Existing Facilities:** We do not anticipate additional burdens to be placed upon existing facilities, service labor, utilities, etc. as a result of this request. Adequate facilities/office space is available to support the staff of this grant.
- VIII. **Alternates to this request:** This is the primary funding source available to local health departments to continue the work related to immunizations. If these funds were not obtained the work would fall to existing Health Department staff.
- IX. **Safety and Loss Control:** Same considerations/precautions as other office based staff currently employed by the Health Department.
- X. **Environmental Considerations:** None.
- XI. **Insurance:** No effect on insurance rates.
- XII. **Financing:** There are no matching funds required for this grant. In addition, there are no capital or equipment expenditures to be financed, nor any ongoing maintenance costs. The cost of activities to be provided by this grant consist of personnel costs only all of which will be funded by the grant. Once the grant period concludes, all grant funded positions will end (coordinated with HR).
- XIII. **Other Considerations:** N/A.
- XIV. **Other Approvals:** Board of Selectmen, Board of Finance and RTM.

DEPARTMENT OF PUBLIC HEALTH
CONTRACTS AND GRANTS MANAGEMENT SECTION
410 Capitol Avenue, Hartford, CT 06134

Contract Summary for Commissioner's Office Review

	ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/>	CONTRACT NUMBER	#DPH20240113POS
NAME OF CONTRACTOR	Town of Fairfield		
SOURCE OF FUNDING CDC Immunization and Vaccines for Children COVID-19	DPH PROGRAM Immunization Program	PROGRAM STAFF Kaitlin Roberts	
CONTRACT PERIOD	(From - To) 9/01/2023 Through 6/30/2025	CONTRACT TOTAL	\$143,667.00
BRIEF DESCRIPTION OF SERVICE	The Contractor shall: 1. Enhance the Contractor's vaccination capacity and ensure vaccine equity in the Contractor's region. 2. Develop and Implement vaccine educational campaigns and media outreach to promote vaccine confidence and address vaccine hesitancy. 3. Increase vaccine and outreach efforts.		
If Amendment, amount of Amendment and reason for Amendment.	N/A		
What organizations are these funds going to	Media Marketing subcontractor TBD - \$35,000		



X Original Contract # DPH20240113POS
 Amendment #
 Max. Contract \$ \$143,667.00
 Contract Contact Person Mary Rouse
 Contact Telephone 860-509-7710
 Contact Email Mary.rouse@ct.gov

**STATE OF CONNECTICUT
 PURCHASE OF SERVICE CONTRACT
 ("POS", "Contract" and/or "contract")
 Effective October 2, 2023**

The State of Connecticut Department of Public Health

Street: 410 Capitol Avenue, PO Box 340308, MS 13 GCT

City: Hartford State: CT Zip: 06134-0308

Tel#: (860) 509-7704 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: Town of Fairfield

Street: 725 Old Post Road

City: Fairfield State: CT Zip: 06824

Tel#: 203-256-3020 FEIN/SS#: 06-6001998

("Contractor"), for the provision of services outlined herein in Part I. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term / Effective Date	This Contract is in effect from September 1, 2023 through June 30, 2025 .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8,19a-2a,19a-32 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this Contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected as such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	State of Connecticut, Department of Public Health 410 Capitol Avenue, P.O. Box 340308, MS# 13GCT Hartford, CT 06134-0308 Attention: CGMS	If to the Contractor:	Town of Fairfield 725 Old Post Road Fairfield, CT. 06824 Attention: Mr. Sands Cleary
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A party may modify the addressee or address for Notices by providing fourteen (14) days prior written Notice to the other party. No formal amendment is required.

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SECTION A

Subsection A.1

1) Definitions

In addition to the Definitions in **Part II, Section A** of this Contract, unless otherwise indicated, the following terms shall have the following corresponding definitions:

- a) **At-Risk Population** are populations identified by Centers for Disease Control and Prevention (CDC) based on national data such as persons who, due to age, race, ethnicity, socio-economic status, or an underlying medical condition, are at greater risk of severe health outcomes due to COVID-19 infection.
- b) **Centers for Disease Control and Prevention/Agency for Toxic Substances Disease Registry Social Vulnerability Index (CDC/ATSDR SVI)** is a metric developed by the CDC that compares how resilient communities are when faced with external stresses on human health, such as disasters or disease outbreaks.
- c) **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.
- d) **Community Event** is an event that is open to the public and is civic, political, public or educational in nature, including state and county fairs, city festivals, circuses and other public gathering events organized to provide an overall community benefit.
- e) **Community Outreach** is the effort to provide support, resources or services to populations who might not have access to services otherwise.
- f) **Community Partners** are organizations that the Contractor may work with to provide COVID-19 related support services to residents within the Contractor's region. Community partners include, but are not limited to, community action agencies, non-profit organizations, municipalities, elected officials, emergency managers, Federally Qualified Health Centers (FQHC), faith-based organizations, businesses, congregate settings, schools and universities.
- g) **Congregate Settings** are environments where a number of people meet or gather and share the same space for a period of time. Congregate settings include, but are not limited to, prisons, shelters, workplaces, schools, childcare centers, nursing homes, social clubs, rehabilitation facilities, residential living or treatment facilities.
- h) **Coronavirus Disease 2019 (COVID-19)** is the illness or disease caused by the SARS- CoV-2 virus that can spread from person to person causing symptoms that range from no symptoms to severe illness, possibly resulting in death.
- i) **Immunization and Vaccines for Children Program COVID-19 Supplemental Funding** is CDC funding intended to enhance LHD efforts to support immunization activities and media campaigns to help educate Connecticut residents on the importance of vaccinations in the mitigation of serious illnesses, including influenza, COVID-19 and routine vaccinations.
- j) **Influenza** is a contagious respiratory illness caused by influenza viruses that infect the nose, throat, and sometimes the lungs. It can cause mild to severe illness, and at times can lead to death.
- k) **Listening Session** is a facilitated group discussion where participants may be selected individually by the Contractor or may voluntarily participate in open town-hall

meetings to discuss a specific topic chosen by the Contractor in order to collect information about that topic.

- l) **Local Health Department or Health District (LHD)** is a municipal or district health department organized under Conn. Gen. Stat. sec. 19a-200 *et seq.* or sec.19a-240 *et seq.*
- m) **Media Funding** is the allocation of funds from the Immunization and Vaccines for Children Program COVID-19 Supplemental Funding required to be spent on developing and implementing media campaigns and digital outreach.
- n) **Rapid Community Assessment (RCA)** is a process for quickly collecting community insights about a public health issue to inform program design. The assessment involves reviewing existing data and conducting community-based interviews, listening sessions, observations, social listening, and surveys.
- o) **Region** is the Town of Fairfield that makes up the administrative district of the Fairfield Health Department. The terms “region” and “Contractor’s region” shall have the same meaning and are used interchangeably for purposes of this Contract.
- p) **Social Listening** is tracking conversations and mentions relating to a specific topic, as determined by the Contractor, on social media platforms and then analyzing them for insights and actionable items.
- q) **US Department of Health and Human Services (HHS)** is a Cabinet-level government department that provides health and human services and promotes research in social services, medicine, and public health.
- r) **Vaccine Confidence Strategy** is CDC’s strategy to reinforce confidence in COVID-19 vaccines with the objectives of building trust, empowering healthcare personnel and engaging communities and individuals.
- s) **Vaccine Equity** are instituted efforts to ensure vaccinations are conducted in an equitable manner to communities of color and other underserved populations, including sexual orientation and gender identity minority groups, persons with disabilities, those with limited English proficiency, and those living at the margins of our economy. The target communities are defined using the CDC/ATSDR SVI or similar value used to determine highest-risk communities and taking into consideration communities disproportionately affected by the pandemic, in terms of infection rates, hospitalization, and mortality.
- t) **Vaccine Equity Partnerships Funding (VEPF)** is a program that provides funding to LHDs to support LHDs in their COVID-19 vaccine distribution efforts to communities of color and vulnerable populations within the region. The program has a particular emphasis on supporting LHDs that serve communities with the highest CDC/ATSDR SVI.
- u) **Vaccine Hesitancy** is an unwillingness to accept a vaccine, even when one is available, which may contribute to the continued spread of a disease.
- v) **Vaccine Preventable Diseases** are infectious diseases for which an effective preventive vaccine exists.
- w) **We Can Do This Campaign** is the HHS COVID-19 national public education campaign designed to increase public confidence in and uptake of COVID-19 vaccines while reinforcing basic prevention measures such as mask wearing and social distancing. The campaign also increases awareness about COVID-19 treatments and heightens urgency to talk to a doctor at the first sign of symptoms.

2) **COVID-19 Immunization Funding Activities:** Immunization and Vaccines for Children COVID-19 Supplemental Funding shall be used for the following objectives:

- a) Enhance the Contractor's vaccination capacity and ensure vaccine equity in the Contractor's region. To achieve this objective, the Contractor shall conduct the following activities:
 - i) Hire staff for vaccination clinic administration and support in areas of COVID-19 at-risk populations to ensure vaccine equity.
 - ii) Attend community events to reach at-risk populations and ensure vaccine equity to promote COVID-19 vaccines and co-administration of other vaccinations.
- b) Develop and implement vaccine educational campaigns and media outreach to promote vaccine confidence and address vaccine hesitancy in the Contractor's region. To achieve this objective, the Contractor shall conduct the following activities:
 - i) Develop educational messages and utilize existing educational campaign messages such as the Department's, CDC's and HHS's messages about subjects such as addressing vaccine hesitancy, vaccine safety reinforcement and CDC's Vaccine Confidence Strategy. For example, Contractor may use HHS "We Can Do This" campaign.
 - ii) Subcontract with a marketing company to develop and disseminate educational campaign materials to communities within the Contractor's region.
 - iii) Subcontract with media partners to disseminate messages across multiple platforms including print and local radio within the Contractor's region.
- c) Increase vaccination and outreach efforts in the Contractor's region. To achieve this objective, the Contractor shall conduct the following activities:
 - i) Coordinate with Community Partners to collect data to identify populations at risk for low COVID-19 vaccine uptake within the Contractor's region, such as by completing an RCA.
 - ii) Coordinate with Community Partners to identify vaccination sites in communities of low COVID-19 vaccine uptake within the Contractor's region.
 - iii) Partner with FQHC, universities, congregate settings, and other vaccinating partners within the Contractor's region to provide vaccination and vaccine education to at-risk populations to minimize the spread of vaccine preventable diseases.

Subsection A.2 SCOPE OF SERVICES

- 1) The Contractor shall:
 - a) Enhance the Contractor's Vaccination Capacity and ensure vaccine equity in the Contractor's region as follows:

Activity Number	Activity	Measure
1	Hire staff for vaccination clinic administration and support.	Title of staff position hired. Start date.

2	Attend community events to reach at-risk populations and ensure vaccine equity to promote COVID-19 and co-administration of other vaccinations.	Number of events attended, including dates, times, location and approximate number of attendees.
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- b) Develop and Implement vaccine educational campaigns and media outreach to promote vaccine confidence and address vaccine hesitancy as follows: Media Funding (SID 29654, DPH 29654602C521) shall be used solely for the activities listed in this **Subsection A.2.1(b)**. (The Contractor may use additional approved budgeted funds for media activities as funds allow.)

Activity Number	Activity	Measure
1	Develop educational materials or utilize existing educational materials, messages and campaigns including those created by the Contractor, Department, CDC and HHS with the CDC required funding source language for at-risk populations about subjects such as addressing vaccine hesitancy, vaccine safety reinforcement and CDC's Vaccine Confidence Strategy.	Number and type of educational materials created and locations and dates of distribution of materials. Submit copies of materials distributed.
2	Subcontract with media partners to develop and distribute vaccination educational materials in print, radio or television within the Contractor's region.	Submit copies of subcontracts with media partners. Submit copies of vaccination educational materials developed and distributed. Location and frequency of materials and messages distributed.
3	Distribute posters, flyers, and announcements promoting immunizations to Community Partners and other sites within the Contractor's region.	Submit locations and dates materials distributed. Submit copies of materials distributed.

- c) Increase vaccination and outreach effort as follows:

Activity Number	Activity	Measures
1	Engage with Community Partners to collect data to identify populations at-risk for low COVID-19 vaccine uptake within the Contractor's region.	Names of Community Partners who provided data to identify at-risk populations. Number of at-risk populations identified.
2	Utilize existing data to identify vaccination sites in communities with low COVID-19 vaccine uptake within the Contractor's region.	Type of data sources used. Number of vaccination sites identified.

3	Engage with Community and vaccination partners to coordinate and promote vaccination sites in at-risk population communities within the Contractor's region.	Number of vaccination sites coordinated and promoted.
4	Coordinate with vaccination partners in the community to vaccinate at-risk populations within the Contractor's region.	Number of vaccination partners who vaccinated at-risk populations. Date, location and number of vaccinations administered to at-risk populations.

Subsection A.3 GENERAL TERMS AND CONDITIONS

1) Reports and Report Schedule

- a) The Contractor shall submit to the Department periodic program and expenditure reports in the format(s) provided by the Department, in accordance with the schedules below. For purposes of this **Subsection A.3(1)**, "expenditure reports" shall mean all required forms in the Budgeting Portal in Core-CT.
- i) The Contractor shall submit to the Department via Core-CT expenditure reports in accordance with the following schedule:

Funding Period: 09/01/2023 to 06/30/2025

REPORTING PERIOD	REPORTS DUE BY
September through November	December 15, 2023
December through February	March 15, 2024
March through May	June 15, 2024
June through August	September 15, 2024
September through November	December 15, 2024
December through February	March 15, 2025
March through May	June 15, 2025
June	August 15, 2025

- ii) The Contractor shall submit to the Department periodic program reports that include the progress on the measures established in **Subsection A.2** for each activity, in the format(s) provided by the Department, in accordance with the following schedule:

Funding Period: 09/01/2023 to 06/30/2025

REPORTING PERIOD	REPORTS DUE BY
September through November	December 15, 2023
December through February	March 15, 2024
March through May	June 15, 2024
June through August	September 15, 2024
September through November	December 15, 2024
December through February	March 15, 2025
March through May	June 15, 2025
June	August 15, 2025

- b) The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section B** of this **Part I**.
- c) The Contractor certifies, by submission of any program and expenditure report, that the expenditure report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.
- d) The Contractor's last program and expenditure reports for each Contract Funding Period shall be cumulative for the entire Contract Funding Period (hereinafter Final Reports) and due no later than forty-five (45) days after the completion of all scheduled work under the Contract or the due dates identified in **Part I, Section A, Subsection A.3(1)**, whichever is earlier.
 - i) The Final Reports submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
 - ii) The Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

2) **Budget and Funding**

- a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in **Section B** of this **Part I**.
- b) The Contractor shall obtain prior written approval from the Department for any expenditure that exceeds a budget line item by more than 20%. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
- c) If **Section B** of this **Part I** includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.
- d) Future Funding Period Budgets, if not included in **Section B of this Part I**, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.
- e) Funds for this Contract are provided from the following sources:

<u>Funding Period</u>	<u>SID #</u>	<u>Project ID</u>	<u>Grant Description</u>	<u>CFDA#</u>	<u>Amount</u>	<u>Budget Reference</u>
07/01/2019-06/30/2025	29591	DPH29591 COVID19	CDC-RFA-IP19-1901 Immunization and Vaccines for Children	93.268	\$92,094	2020
07/01/2019-06/30/2025	29654	Media Funding DPH29654 602C521	CDC-RFA-IP19-1901 Immunization and Vaccines for Children	93.268	\$51,573	2021

- f) This Contract includes federal financial assistance and therefore the Contractor shall

comply with 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.

g) Cash Management

Funding under this Contract is subject to the Department's cash management standards as follows:

- i) Contractor shall submit to the Department via Core-CT Portal the Budget vs. Actual Report form in addition to any other contractually-required expenditure reports, and
- ii) Any payment to be made under this provision may be reduced by the Department if cash needs documentation provided by the Contractor supports such a change in the payment amount.
- h) Payment shall be made 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.
- i) The Immunization and Vaccines for Children COVID-19 Supplemental Funding allocation will be paid quarterly by the Department. The Contractor shall submit a report to the Department every quarter with a list of all activities undertaken as required in this Contract. Reports shall include the information set forth in **Part I, Section A, Subsection A.2** for each Activity and corresponding Measure(s). After the Department receives, reviews, and approves the reports, the Department will make payment in accord with the provisions of **Part I, Section A, Subsection A.3.(4)(b)**.
- j) If any funds remain unspent by June 30, 2025, the Contractor shall return such funds to the Department by August 15, 2025.

3) Payments and Payment Schedule; Reimbursement; Under-expenditures; Surplus or Excess Payments; Refunds

a) Maximum Payment

The total amount of payment made under this Contract shall not exceed \$143,667.00.

b) Payment and Payment Schedule

Payment shall be made according to the following 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.

- i) An initial payment in an amount derived from the percentage of time the Reporting Period represents in proportion to the entire Contract Funding Period shall be processed by the Department after the later of:
 - 1) the Department's receipt of a fully executed Contract,
 - 2) the beginning of the Contract Funding Period, or
 - 3) the Department's receipt of any required additional documentation.
- ii) A second payment in an amount derived from the percentage of time the Reporting Period represents in proportion to the entire Contract Funding Period shall be made after the later of:
 - 1) the Department's receipt of a fully executed Contract,
 - 2) the first day of the second Reporting Period of the Contract Funding Period,

or

- 3) the Department's receipt of any required additional documentation.
- iii) Subsequent payments during the Contract Funding Period shall be made at the beginning of each Reporting Period as follows:
- 1) after receipt and approval of scheduled financial reports and all deliverables or services as submitted by the Contractor, pursuant to the Contract terms and the Report Schedule, and
 - 2) in an amount equal to the amount of expenditures reported and approved on the last submitted financial report.
- iv) A final reconciliation shall be made at the end of each Contract Funding Period after receipt and approval of the final expenditure report for the Contract Funding Period and shall result in:
- 1) an additional payment to fully reimburse the Contractor for all reported and approved expenses incurred under the Contract during the Funding Period, if all approved expenditures have not been fully reimbursed for the Contract Funding Period, OR
 - 2) a demand for reimbursement of funds paid to the Contractor in excess of approved expenditures incurred by the Contractor during the Contract Funding Period, if the Contractor has been paid an amount that exceeds the approved expenditures reported on the final financial report.
- c) In addition to the applicable provision of Part II, Section D of this Contract, 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.
- d) **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.
- e) **Payment Reduction**
- In addition to the applicable provision of Part II, Section D of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:
- i) has not submitted or completed required deliverables,
 - ii) has not submitted required reports or audits,
 - iii) has submitted reports that have not received Department approval, or
 - iv) 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.
- f) **Surplus or Excess Payments; Refund**
- The Contractor shall:

- i) upon demand by the Department at the end of the term of the Contract, remit in full to the Department any:
 - 1) funds paid in excess of allowable budgeted costs, and/or
 - 2) unexpended funds.
 - ii) not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department; and
 - iii) 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.
- g) This section shall survive any Termination of the Contract or the Expiration of its term.

4) 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:

- a) <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
- b) <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, the Department shall provide hard copies of such documents to the Contractor upon request.

5) Software, Computer Equipment and Programs

The Contractor shall be responsible for:

- a) all maintenance activities, including repair costs, related to all computer equipment acquired with funds from this Contract, including but not limited to desktop computers and computer servers,
- b) all development, maintenance and operating procedures necessary for any computer network established by the Contractor utilizing computer equipment acquired with funds from this Contract, including but not limited to network development, routine backup procedures and off-site storage activities, and
- c) all maintenance, operating procedures, compliance with licensing and copyright obligations, and support for any software acquired with funds provided by this Contract.

6) Contractor Changes and Assignments

In addition to the applicable provisions of Part II, Section D of this Contract, the following shall also apply:

- a) In addition to notifying the Department of fundamental changes listed in Part II, Section D of this Contract, the Contractor must notify the Department of changes in key personnel, including but not limited to, Chief Executive Officer, program directors of Department-funded programs, and officers and members of the Contractor's Board of Directors.
- b) In addition to the requirements of Part II, Section D, Subsection 2(c) of this Contract, the Department's determination of Contractor Changes and Assignments shall also include

whether the Department shall:

- i) approve of the changes and contract with the entity which results from the proposed changes, or
- ii) terminate the Contract under applicable provisions of this Contract.

7) 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.

8) Cultural Competence

The Contractor shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. This may include but is not limited to the following:

- a) a program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity,
- b) policies and procedures for the provision of interpreter/translator services,
- c) readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
- d) the development of non-English client-related materials that are appropriate for the population served by the program,
- e) signage (in commonly encountered languages) that provides notices and directions to services within the facility,
- f) policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
- g) strategies in place to actively recruit and retain a culturally diverse staff. The Contractor shall:
 - i) actively recruit applicants to attempt to reflect the populations served,
 - ii) include cultural competency criteria in the evaluation of applicants, and
 - iii) assign a higher value to the cultural competency criteria for those applicants from the populations served.

- h) institutional policies and procedures to accommodate the ethnic and cultural practices of clients, clients' families, and staff,
- i) policies and procedures to collect data on the ethnic and cultural characteristics of clients served by the program, and
- j) surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

9) Respect and Dignity

- a) The Contractor shall provide services under this Contract in a manner which respects the dignity of each client, which may include but not be limited to provision or accommodation of the following:
 - i) adequate waiting areas for clients, including sufficient seating,
 - ii) adequate staff for the timely provision of contracted services,
 - iii) adequate facilities and arrangements for the proper delivery of contracted services to clients,
 - iv) training Contractor's staff to comply with all applicable state and federal statutes and regulations regarding non-discrimination, and
 - v) client service that is responsive, positive and respectful.
- b) If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, the Department may monitor service delivery to determine Contractor's compliance under this Subsection.

10) Client Satisfaction

The Contractor shall develop, implement, and maintain client satisfaction policies and procedures as follows:

- a) The Contractor shall develop policies and procedures, to be reviewed and approved by the Department within thirty (30) days of execution of this Contract, regarding client satisfaction that includes:
 - i) a procedure for a client to make complaints or raise concerns about services the client has received under this Contract,
 - ii) procedure that includes how the Contractor addresses and resolves such complaints or concerns, and
 - iii) a policy for when the Contractor shall notify the Department that it has received unsatisfactory client satisfaction, either through surveys or other complaints. The Contractor shall notify the Department, within fifteen (15) days of any unsatisfactory results, that technical assistance is required to assist the Contractor with developing and implementing a plan to achieve client satisfaction with services rendered under this Contract.
- b) Develop client satisfaction tools and results that must be documented by the Contractor and provided to the Department upon request. The Contractor must develop evaluation methods to annually receive feedback, assess client satisfaction with services received, and solicit suggestions for program improvement. Such methods may include, but not be limited to:
 - i) client satisfaction surveys or interviews;
 - ii) participation in any Department required client surveys;

- iii) suggestion box or other client input mechanism; and
- iv) focus groups or public meetings.

SECTION B

Budget

Contract ID: DPH20240113POS

Contract Begin Date: 2023-09-01

Supplier Name: TOWN OF
FAIRFIELD

Contract Expire Date: 2025-06-30

Funding Period: 1
2023-09-01 2025-06-30

Account Number and Description	SID	Project	IMMUN	Justification	Total Budget
Program Code Details			LOC:	LOC:	
Budget Amount					
4000 INCOME			143,667.00		143,667.00
- 4100 CONTRACT FUNDING			143,667.00		143,667.00
- 4102 Federal/Other Funds	29591	DPH29591COVID19	92,094.00		92,094.00
- 4102 Federal/Other Funds	29654	DPH29654602C521	51,573.00		51,573.00
5000 DIRECT EXPENSES			143,667.00		143,667.00
- 5100 SALARIES			90,772.00		90,772.00
- 5101 Staff Salaries & Wages			90,772.00		90,772.00
- 5200 FRINGE BENEFITS			1,316.20		1,316.20
- 5400 CONTRACTUAL SERVICES			35,000.00		35,000.00
- 5440 Other Contractual (narrative)			35,000.00	Media Marketing subcontractor TBD to develop and distribute vaccination education and clinic promotion.	35,000.00
- 5600 MATERIALS AND SUPPLIES			3,578.81		3,578.81
- 5605 Printing, Publication & Reprod			3,578.81	Paper, ink and toner, envelopes for printing and distribution of immunization education and promotional materials.	3,578.81
- 5900 OTHER EXPENSES			13,000.00		13,000.00
- 5911 Printing & Advertising			13,000.00	Printing and distribution of vaccination education information and	13,000.00

				vaccination clinic information.	
Budget Total					
INCOME / EXPENSE SUMMARY					
- TOTAL INCOME			143,667.00		143,667.00
- TOTAL EXPENSES			143,667.00		143,667.00
- EXCESS / SHORTAGE			0		0
CONTRACT MANAGEMENT INFO					
- CONTRACT FUNDING PERCENTAGE			100		100
- A&G PERCENTAGE			0		0

Salary Detail

Position Title	Degree / License	Rate Per Hour	Total Hours Per Week	Weeks Per Year (if <1 year)	Base Annual Salary (scheduled wages only)	Fringe Benefits %	Annual Fringe Benefits	Total Reported Expense	Justification
Immunization Support Nurse	RN	35.023	16	95	53,235.00	1.45	771.91	54,006.91	RN to support vaccination efforts and to provide community outreach and education.
Community Health Worker	Other	24.958	16	94	37,537.00	1.45	544.29	38,081.29	To support vaccination efforts and to provide community outreach and education.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **“Bid”** shall mean a bid submitted in response to a solicitation.
 2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
 3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
 4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 5. **“Client”** shall mean a recipient of the Contractor’s Services.
 6. **“Client Agency”** shall mean the agency of the State of Connecticut that is entering into this Contract.
 7. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
 8. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
 9. **“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, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
 10. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 11. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 12. **“Confidential Information” (formerly “Personal 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 regarding clients that the Agency 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.

13. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, 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 Agency, the Contractor, or the State.
14. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
15. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
16. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **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 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended 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 Agency 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 and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Department of Public Health or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency 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 Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

- (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
- (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

4. **Federal Funds.**

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109- 171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:
 - (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or

- (2) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:
 - (1) final payment under this Contract,
 - (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly

exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) Leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section C.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.

8. Liaison. Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. Subcontracts. Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. Independent Capacity of Contractor. The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. Indemnification.

- (a) 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 of 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

- i. the confidentiality of any part of or all of the Contractor's bid or proposal, and
 - ii. Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) 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.
- (c) 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 merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) 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 cause the State to be named as an additional insured on the policy and shall provide
- (1) a certificate of insurance,
 - (2) the declaration page and
 - (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

12. Insurance. Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (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 services to be performed under

this Contract 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 this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) 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.

13. 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 of 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.

14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head 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 Agency Head pursuant to this section, 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 Agency shall proceed diligently with the performance of the Contract.
- (c) 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 Title 4, 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.

15. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and

- (b) 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.

16. Representations and Warranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

18. Delinquent Reports. The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

19. 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 develop, implement and maintain a comprehensive data-security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency 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 have come to 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 Agency 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 Agency, 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 of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

20. Workforce Analysis. The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. Litigation.

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency 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 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. Changes to the Contract. Termination. Cancellation and Expiration.

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation

if:

- (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
- (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
- (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to affect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
 - (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) 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; or
 - (7) any combination of the above actions.
 - (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
 - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency 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.
 - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in

whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. Ending the Contractual Relationship.

- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.13, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency 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 Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its

term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

Note: The following provisions in this section do not apply if the Contractor is a municipality, political subdivision of the State, or a quasi-public agency: 5(i), 9, 11, 12, and 13.

1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

The Contractor IS ☐ or ☒ IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

- (a) 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.
- (b) 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
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) 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, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions.

- (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "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)).
 - (6) "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).
 - (7) "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.
 - (8) "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.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) 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.
 - (2) 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 and in accordance with HIPAA Standards.
 - (3) 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.
 - (4) 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.

- (5) 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.
- (6) 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 subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, 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. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) 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.
- (9) 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 the HIPAA Standards.
- (10) 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 regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) 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 regulations 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 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) 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.

- (14) In the event that an Individual requests that the Business Associate
- i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the Individual's PHI;
 - iii. provide a copy of the Individual's PHI in an electronic health record; or
 - iv. amend PHI in the Individual's designated record set
- (15) the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (16) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - ii. 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
- (17) 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 PHI, 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 thirty (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 PHI 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:
 - (a) A description of what happened, including the date of the breach; 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.
 - (b) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - (c) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.

- (d) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - (e) 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 twenty (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, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 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.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) 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 the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) 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).

(i) Obligations of Covered Entity.

- (1) 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.
- (2) 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.
- (3) 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.

(j) 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.

(k) Term and Termination.

- (1) 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 provision (g)(10) 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.
- (2) 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.
- (3) Effect of Termination.
 - i. Except as provided in (k)(2) 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 section (g)(10) of this Section of the Contract to the

Covered Entity within ten (10) business days of the notice of termination. This section 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.

(I) Miscellaneous Sections.

- (1) 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.
- (2) 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.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) 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.
- (5) 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.
- (6) 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 sections 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.
- (7) 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, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. 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 shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **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:

- i. who are active in the daily affairs of the enterprise,
 - ii. who have the power to direct the management and policies of the enterprise, and
 - iii. who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n
- (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.
- (b) 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, unless the contract is a municipal public works contract or quasi-public agency project contract,
 - (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,
 - (3) the federal government,
 - (4) a foreign government, or
 - (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (c)
 - (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, status as a veteran, 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 ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a- 68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi- public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi- public agency projects.
- (d) 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.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (f) 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. §46a-56, as amended; 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 regarding a State contract, 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.
- (g) 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.
- (h) (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 C.G.S. § 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 C.G.S. § 46a-56.

- (i) 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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.
- (j) **Nondiscrimination Certification.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line:

Signature (Authorized Official)

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). 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 subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. 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 relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

9. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 represents that they have received 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 "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](#)"

10. Summary of Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

- (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
- (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
- (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
- (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
- (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

11. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the

Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (a) That no gifts were made by:
 - (1) the Contractor,
 - (2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
 - (3) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to
 - i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
 - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (b) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (c) That the Contractor submitted bids or proposals without fraud or collusion with any person.

12. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

13. Iran Energy Investment Certification.

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

14. Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

15. **State Business-Related Call Center and Customer Service Work.** Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.
16. **Consumer Data Privacy and Online Monitoring.** Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
17. **Consulting Agreements Representation.** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

N/A

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former state employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

[X] Original Contract
(#DPH20240113POS)
[] Amendment # _____
(For Internal Use Only)

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the dates written below.

SIGNATURES AND APPROVAL

Contractor (Corporate/Legal Name of Contractor): Town of Fairfield

Contractor Legal Representative

(if applicable)

Contractor Authorized Signatory:

Signature (Authorized Official)

Signature (Authorized Official)

(Typed Name and Title of Authorized Official)

(Typed Name and Title of Authorized Official)

Date

Date

Agency: Connecticut Department of Public Health

Agency Office of General Counsel

(if applicable):

Agency Authorized Signatory:

Signature (Authorized Official)

Signature (Authorized Official)

(Typed Name and Title of Authorized Official)

(Typed Name and Title of Authorized Official)

Date

Date

Connecticut Attorney General (Approved as to form):

Part I of this Contract having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated 6/29/2023, as may be amended from time to time.

Signature (Authorized Official)

Date

Typed/Printed Name and Title of Authorized Official

Town of Fairfield

Grant Application Request

Date: March 28, 2023

Requesting Department: Health

1. **Grant Name:**
CDC Immunization and Vaccines for Children COVID-19 Supplements Grant
2. **Grant Request:**
\$143,667.00
3. **Anticipated Town Share:**
None
4. **Purpose of Grant:**
This CDC Grant is intended to enhance local health department efforts to immunization activities and media campaigns to help educate Connecticut residents on the importance of vaccinations in the mitigation of serious illness. The funding will support routine vaccinations, influenza and COVID-19 vaccinations.
5. **Town Interest:**
The funding provided by this grant will enable the expansion of local vaccination efforts during the project period of 9/30/23 to 6/30/25. This funding will support staffing, supplies, software, media costs for vaccination clinics and educational efforts.
6. **Estimated Additional Long-Range Costs:**
None.

Print Name:

Sands Cleary

Signature:

[Signature]

CFO Recommendation:

Approve

Deny

Signature:

[Signature]

First Selectman:

Approve

Deny

Signature:

[Signature]

**Town of Fairfield
Financial Impact Statement**

Requesting Department: Health

Project/Grant: CDC Immunization and Vaccines for Children COVID-19 Supplements Grant

Proposed Special Appropriation Amount: 143,667.00

Proposed Funding:

Bonding	<u>0.00</u>
Grant	<u>143,667.00</u>
Contingency	<u>0.00</u>
Other	<u>0.00</u>
\$	<u>143,667.00</u>

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

**List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.**

EXPENDITURE CATEGORY:

**FOR BRACKETS USE NEGATIVE SIGN
BEFORE NUMBER**

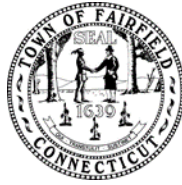
**(POSITIVE IMPACT) /
NEGATIVE IMPACT**

**Attachment
#**

SALARIES & BENEFITS	<u>0.00</u>	<u></u>
PROFESSIONAL SERVICES	<u>0.00</u>	<u></u>
CONTRACTED SERVICES	<u>0.00</u>	<u></u>
REPAIRS & MAINTENANCE	<u>0.00</u>	<u></u>
UTILITIES	<u>0.00</u>	<u></u>
OTHER	<u>0.00</u>	<u></u>
DEBT SERVICE (1st year)	<u>0.00</u>	<u></u>
TOTAL IMPACT ON EXPENDITURES	<u>\$ 0.00</u>	<u></u>

COMMENTS:

PREPARED BY: Sands Cleary **DATE:** Mar 28, 2023



Town of Fairfield

Health Department

Sands L. Cleary
Director of Health

725 Old Post Road
Fairfield, CT 06824
203-256-3030 (phone)
203-254-8850 (fax)

TO: Board of Selectmen, Board of Finance, RTM

FROM: Sands Cleary, Director of Health

SUBJECT: Request from the Director of Health for an increase in the estimated revenue for State Grants in the amount of \$152,729.00 to cover the cost of Fairfield's continued efforts to further Fairfield Health Department's workforce development by retaining staff. Resolved that the First Selectman is authorized to make, execute, and approve on behalf of the Town of Fairfield, any and all contracts or amendments thereof with the State of Connecticut Department of Public Health (DPH) to conduct activities described in the Public Health Workforce Development and Infrastructure Grant. These costs are 100% reimbursable.

DATE: November 28, 2023

- I. **Background:** The Health Department is applying for Public Health Workforce Development and Infrastructure Grant (Workforce Development), with a project period of November 1, 2023 to November 30, 2027. The Workforce Development Grant will help retain current grant funded health department staff. The funding provided by this grant will improve the functioning of the department through conducting quality improvement on new and existing systems and processes.
- II. **Purpose & Justification:** This grant is designed to promote public health workforce development and infrastructure improvements allowing recipients to create new positions or to retain staff in other grant funded positions. This can include new investments in new and existing workforce engagement, well-being and other related programs and services.
- III. **Detailed Description of Proposal:** These funds will support one full time staff. All funding will go toward personnel costs, fringe benefits and office supplies with no durable materials or equipment being purchased.

Proposed Budget

Salary and Wages	One FT Health Department Specialist	\$115,430.00
Fringe Benefits		\$37,226.00
Office Supplies		\$73.00
Total		\$152,729.00

- IV. **Reliability of Estimated Cost:** Cost estimates were calculated in a manner similar to the numerous other grants the department has received and continues to manage. The department in conjunction with the Human Resources and Finance Department develops cost estimates. The Finance Department reviews the final application, the contract and all expenditure reports, as does the State Department of Public Health.
- V. **Increased Efficiency:** This funding source will provide the opportunity to grant funded staff who aided in the COVID-19 response. These funds will enable planning and implementation of improved systems for the department.
- VI. **Additional Long-Range Costs:** We do not anticipate and long-range costs as all funds will be used to cover personnel cost with no materials or equipment will be purchased with these funds. Once the grant project period concludes all positions will end.
- VII. **Additional Use or Demand on Existing Facilities:** We do not anticipate additional burdens to be placed upon existing facilities, service labor, utilities, etc. as a result of this request. Adequate facilities/office space is available to support the staff of this grant.
- VIII. **Alternates to this request:** This is the primary funding source available to local health departments to increase the public health workforce and infrastructure. If these funds were not obtained the work would fall to existing Health Department staff.
- IX. **Safety and Loss Control:** Same considerations/precautions as other office based staff currently employed by the Health Department.
- X. **Environmental Considerations:** None.
- XI. **Insurance:** No effect on insurance rates.
- XII. **Financing:** There are no matching funds required for this grant. In addition, there are no capital or equipment expenditures to be financed, nor any ongoing maintenance costs. The cost of activities to be provided by this grant consist of personnel costs only all of which will be funded by the Workforce Development grant. Once the grant period concludes, all Workforce Development grant funded positions will end (coordinated with HR).
- XIII. **Other Considerations:** N/A.
- XIV. **Other Approvals:** Board of Selectmen, Board of Finance and RTM.

**DEPARTMENT OF PUBLIC HEALTH
CONTRACTS MANAGEMENT SECTION**
410 Capitol Avenue, Hartford, CT 06134

Contract Summary

	ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/>	CONTRACT NUMBER DPH20240114PSA	
NAME OF CONTRACTOR	Town of Fairfield		
SOURCE OF FUNDING Public Health Infrastructure Grant Program	DPH PROGRAM Public Health Workforce Development	PROGRAM STAFF Susan Hacking	
CONTRACT PERIOD	(From - To) November 01, 2023 to November 30, 2027	CONTRACT TOTAL	\$152,729.00
BRIEF DESCRIPTION OF SERVICE	Contractor shall: 1. Retain public health staff.		
If Amendment, amount of Amendment and reason for Amendment.	N/A		
What organizations are these funds going to	Funds remain with the Contractor		

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

**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER**

1. 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.
2. 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.

DPH20240114PSA

CONTRACTOR	(3) CONTRACTOR NAME Town of Fairfield			(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		(2) IDENTIFICATION NO. P.S.		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
	ADDRESS 725 Old Post Road, Fairfield, CT. 06824					CONTRACTOR FEIN/SSN- SUFFIX 06-6001998				
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) 11/01/23		THROUGH (TO) 11/30/27		(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input checked="" type="checkbox"/> CONTRACT AWARD NO. #20240114 <input type="checkbox"/> 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 90		
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) A. Town of Fairfield, 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 H.2 of this Contract. The total amount of this Contract shall not exceed \$152,729.00									

(11) OBLIGATED AMOUNT

\$152,729.00

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) CHARTFIELD	(19) PROJECT/ GRANT	(20) BUDGET REFERENCE	(21) CFDA
\$152,729.00	12060	DPH48560	23186	42006	51230	161102	DPH23186WFD	2023	93.967

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 CGS §§ 4-8, 19a-2a
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The Contractor herein IS NOT a Business Associate under HIPAA

(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(24) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(25) DEPARTMENT OF PUBLIC HEALTH LEGAL OFFICE	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		

This PSA having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated 6/29/2023, as may be amended from time to time.

TERMS/CONDITIONS

EXECUTIVE ORDERS AND OTHER ENACTMENTS

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

NON-DISCRIMINATION

- (a) For purposes of this Section, the following terms are defined as follows:
- "Commission" means the Commission on Human Rights and Opportunities;
 - "Contract" and "contract" include any extension or modification of the Contract or contract;
 - "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - "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.
 - "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - "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;
 - "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
 - "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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (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, status as a veteran, 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 ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line: _____

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. Definitions:

1. **Breach:** except as otherwise defined in Section NN herein, the term breach shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
2. **Centers for Disease Control and Prevention (CDC):** 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.
3. **Claims:** all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
4. **Contractor Parties:** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
5. **Financial Incentives:** payments or concessions to Contractor's staff that may include retention or other bonuses, promotional pay, overtime or differential pay, student loan repayment, benefit increases, and licensing or other professional fee reimbursements.
6. **Notice of Funding Opportunity: Strengthening U.S. Public Health Infrastructure, Workforce, and Data System, CDC-RFA-OE22-2203 (NOFO):** the funding source and guiding document issued by the CDC Center for Surveillance, Epidemiology, and Laboratory Services for funds issued to state and local health departments to support public health workforce development, infrastructure and data systems.
7. **Public health staff or workforce:** Contractor's staff, whether employees or contractors, engaged by the Contractor within a broad range of public health positions in public health topic areas.
8. **Strengthening U.S. Public Health Infrastructure, Workforce, and Data System Funds:** the funds awarded from the CDC to state and local health departments through its Public Health Infrastructure Grant Program to support public health workforce development, infrastructure and data systems.

C. Workforce Strengthening Activities:

1. Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Funds shall be used by the Contractor to perform the following key activities:
 - a. Retain public health staff.
2. The Contractor shall implement the key activities in accordance with the Activity Plan in **Section D.**

D. Activity Plan:

The Contractor shall conduct the following activities and include the reporting requirements details in the reports required under **Section F.**

- a. Retain public health staff.

Activity	Reporting Requirements
1. Transition Contractor's staff from other funding source(s) to funding under this grant.	Number of employees transferred to this grant and compensation allocated for each.

E. Funding restrictions. In addition to the terms and conditions set forth in this Contract, the Contractor shall use the funds in accordance with the guidelines set forth in the NOFO and abide by all funding restrictions therein. The NOFO and all supporting documents may be accessed at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034>.

F. Reports and Report Schedule:

1. The Contractor shall submit to the Department periodic program reports that include the reporting requirements established in Section D for each activity, in the format(s) provided by the Department, in accordance with the following schedule:

FUNDING PERIOD ONE: November 01, 2023 TO November 30, 2027

REPORTING PERIOD	REPORTS DUE BY
November 01, 2023 through June 30, 2024	July 31, 2024
July 01, 2024 through June 30, 2025	July 31, 2025
July 01, 2025 through June 30, 2026	July 31, 2026
July 01, 2026 through June 30, 2027	July 31, 2027
July 01, 2027 through November 30, 2027	December 31, 2027
FINAL CUMULATIVE REPORT	January 15, 2028

2. The Contractor shall submit to the Department via Core-CT Expenditure Reports in accordance with the following schedule:

FUNDING PERIOD ONE: November 01, 2023 TO November 30, 2027

REPORTING PERIOD	REPORTS DUE BY
November 01, 2023 through June 30, 2024	July 31, 2024
July 01, 2024 through June 30, 2025	July 31, 2025
July 01, 2025 through June 30, 2026	July 31, 2026
July 01, 2026 through June 30, 2027	July 31, 2027
July 01, 2027 through November 30, 2027	December 31, 2027
FINAL CUMULATIVE REPORT	January 15, 2028

3. The Contractor shall provide separate Expenditure Reports for each budgeted program or site separately identified on the Budget(s) included in this Contract. For purposes of this Section F, "Expenditure Reports" shall mean all required forms in the Budgeting Portal in Core-CT.
4. The Contractor's last programmatic and Expenditure Reports for each Contract Reporting Period shall be cumulative for the entire Contract term (hereinafter Final Reports) and due no later than forty-five (45) days after the completion of all scheduled work or the end of the Contract Funding Period, whichever occurs earlier.
5. The final cumulative financial report for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
6. The final cumulative financial reports of the Contractor and subcontractor(s), for the Contract Funding Period, shall not include any unpaid obligations.
7. This section shall survive any Termination of the Contract or the Expiration of its term.

G. Budget and Funding:

1. The Contractor shall adhere to and expend funds in accordance with the budget in **Section ZZ**.

2. The Contractor shall obtain prior written approval from the Department for any expenditures that exceed a budget line item by more than 20%. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
3. The entirety of Strengthening U.S. Public Health Infrastructure, Workforce, and Data System Funds allocation will be paid to the Contractor by the Department upon contract execution. The Contractor shall submit a report to the Department according to the schedule outlined in Section F, with a list of all activities undertaken and funds allocated as required in this Contract. Reports shall include information for each Workforce Improvement Measure in Section D and any corresponding qualitative or quantitative measure(s) associated with each. Contractor shall report this information to the Department on standardized reporting forms provided by the Department or in another suitable format pre-approved in writing by the Department.
4. Contractor shall allocate the funds prior to end of the performance period, August 31, 2027. If Contractor does not allocate funds by this date, Contractor shall notify the Department of the amount of unallocated funds and submit a plan by September 15, 2027 to expend funds by November 30, 2027. If Contractor does not plan to expend funds by this date, Contractor shall notify the Department within ten (10) days of the close of the performance period of the amount of unexpended funds.
5. If any funds remain unexpended by November 30, 2027, the Contractor shall return such funds to the Department. Contractor shall only use funds provided under this contract to supplement and increase existing contractor funds for the activities in Section D. Contractor shall not use the funds to replace or supplant any funds budgeted for the Contractor from other sources.
6. This Contract includes federal financial assistance to the Contractor and therefore shall comply with 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.

H. Payments and Payment Schedule; Under-expenditures, Surplus or Excess Payments and Refunds:

1. **Maximum Payment:**
 - a. The total aggregate amount of payment made under this Contract shall not exceed \$152,729.00.
2. **Payment and Payment Schedule:** Payment shall be made according to the following schedule.

FUNDING PERIOD ONE: 11/01/2023 TO 11/30/2027

Payment #	Max. Amount	Payment Conditions	Not Before:
1	\$152,729.00	Upon receipt and approval by the Department of required documentation and execution of the contract	November 1, 2023

3. At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the Department's receipt and approval of Contractor's executed contract and any required documentation.
4. 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.
5. **Reimbursement:** If any payment under this Contract includes reimbursement of direct expenses, such payments 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.

6. **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) is 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 giving thirty (30) days' written notice to the Contractor.

7. **Surplus or Excess Payments; Refund:**

The Contractor shall:

- a. upon demand by the Department at the end of the Contract, remit in full to the Department any:
 - i. funds paid in excess of allowable budgeted costs, and
 - ii. unexpended funds.
- b. be liable for any Department program or financial audit exceptions and return to the Department those payments which have been disallowed upon completion 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 will provide to the Contractor regarding such refund.

Section H shall survive any Termination of the Contract or the Expiration of its term.

- I. **Travel:** For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of Travel Reimbursement Policy for the State of Connecticut, as such policy may be updated or amended periodically, and as found in the following references:

1. <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, 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, the Department shall provide hard copies of such documents to the Contractor upon request.

- J. **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.
- K. **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 of 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.
- L. **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; (2) the total amount budgeted by the State for the operation of the Department or Services provided under the program is reduced or made unavailable in any way; or (3) 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 thirty (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 in writing of the termination date.

- M. Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("ADA") (<http://www.ada.gov/>) as amended from time to time, to the extent applicable, during the term of the Contract. The Department may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of the ADA and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- N. Contract Revisions and Amendments:**
1. No amendment to, modification of, or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
 2. No amendment may be made to a lapsed contract.
- O. Contractor Changes and Assignment:**
1. The Contractor shall notify the Department in writing:
 - a. at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - b. no later than ten (10) days from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.
 2. No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Department, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Department's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Department in accordance with the terms of the Department's written request. The Department may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
 3. **Assignment:** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Department.
 - a. The Contractor shall comply with requests for documentation deemed to be appropriate by the Department in considering whether to consent to such assignment.
 - b. The Department shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Department receives all requested documentation.
 - c. The Department may void any assignment made without the Department's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Department for a Breach shall be without prejudice to the Department's or the State's rights or possible claims against the Contractor.

- 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, unless otherwise terminated in accordance with the provisions of the Contract. 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 ninety (90) 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. The Department may immediately terminate the Contract in whole or in part:
 - a. whenever the Department makes a determination that such termination is in the best interest of the State;
 - b. in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets; or
 - c. in the event the health or welfare of any service recipients is endangered, and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients.
 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 shall notify the Contractor in writing of such Contract Termination, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Upon receiving the Notice from the Department, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Department all records as identified in "Record Keeping and Access", unless otherwise instructed by the Department in writing, and take all actions that are necessary or appropriate, or that the Department may reasonably direct, for the protection of Clients and preservation of any and all property. Such records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the specified records, whichever is less.
 4. Resolution of any dispute concerning cancellation of the Contract shall be decided by the Department Head 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 Department Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
 5. 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 of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (a) 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 (b) 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 of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
 2. 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.
 3. 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. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State of any other person or entity acting under the direct control or supervision of the State.
 4. 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 cause the State to be named as an additional insured on the policy and shall provide (a) a certificate of insurance, (b) the declaration page and (c) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) document to the Client Agency. Contractor shall

provide and annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

5. 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. **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 reports as defined in this Contract, 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.

- AA. **Organizational Information, Conflict of Interest, IRS Form 990:** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Department's request provide copies of the following documents within ten (10) days after receipt of the request:

1. its most recent IRS Form 990 submitted to the Internal Revenue Service, and
2. its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

BB. 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 if the Department deems that the health or welfare of service recipients is endangered, 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.

CC. Non-enforcement Not to Constitute Waiver: No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

DD. 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.

EE. Audit and Inspection of Plant, Places of Business and Records:

1. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractors' Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
2. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents. For purposes of this provision, "Records" shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
3. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
4. The Contractor shall pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State. If the State does not receive payment within such time, the State may set off the amount from any moneys which the State would otherwise be obligated to pay the Contractor.
5. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:
 - i. final payment under this Contract, or
 - ii. the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
6. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

7. The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

FF. 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, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (i) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (ii) 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; (iii) 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 (iv) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or the 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 Covered Entity.

GG. 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.

- HH. Facility Standards and Licensing Compliance:** The Contractor shall 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.
- II. Transition after Termination or Expiration of Contract:**
1. If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Department determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
 2. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Department any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Department in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Department specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Department no later than sixty (60) days from the date that the Contractor receives Notice.
- JJ. 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.
- KK. 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 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services for the State); and C.G.S. § 17a-412 (relative to elderly persons).
- LL. 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.
- MM. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commissioner:**
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. **Office of the Claims Commissioner:** 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.

NN. Health Insurance Portability and Accountability Act of 1996: Notwithstanding the language in subsection 3 of this Contract Section, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

The Contractor ☐ IS or ☒ IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 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 ("Agency") 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, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, 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 45 C.F.R. § 164.402 and shall also include a 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 part 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 and in accordance with HIPAA Standards.
- 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 subcontractor that creates, receives,

maintains or transmits PHI on behalf of the Business Associate, agrees 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, (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, 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. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- 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 the 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 regulations 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 subsection (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 regulations 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 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- l. 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:
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the Individual's PHI;
 - iii. provide a copy of the Individual's PHI in an electronic health record; or
 - iv. amend PHI in the Individual's designated record set;the Business Associate agrees to notify the Covered Entity; in writing, within five (5) business days of the request.

- o. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without:
 - i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - ii. 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 PHI, 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 thirty (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 PHI 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; 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 PHI 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 Individual(s) take to protect themselves from potential harm resulting from the breach.
 - 4) A detailed description of what the Business Associate is doing or has done 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 (7)(p)(iii) 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 twenty (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. §§ 164.404 and 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 the 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 subsection (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 subsection (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 subsection (7)(j) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This subsection 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 Sections:**

- 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. 104191.
- 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 sections 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, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

00. **Campaign Contribution Restriction:** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 represents that they have received 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 "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations](#)."

PP. **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.

QQ. Summary of Ethics Laws: Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

- a. the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
- b. the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
- c. prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
- d. failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
- e. each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

RR. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

1. That no gifts were made by:
 - a. the Contractor,
 - b. any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
 - c. any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to
 - i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
 - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
2. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
3. That the Contractor submitted bids or proposals without fraud or collusion with any person.

SS. Large State Contract Representation for Official or Employee of State Agency: Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the

selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

TT. Iran Energy Investment Certification:

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

UU. Access to Data for State Auditors: The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

WV. State Business-Related Call Center and Customer Service Work. Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

WW. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

XX. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

Linda Brigham, Grants Management Specialist

Centers for Disease Control and Prevention

Office of Grants Services

2939 Flowers Road, MS TV-2

Atlanta, GA 30341

Telephone: 678.475.4904

Fax: 770-488-2640 (Include "Mandatory Grant Disclosures" in subject line)

Email: srq9@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

This mandatory disclosure requirement must be included in all subawards and contracts under this award.

YY. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

N/A	
_____ Consultant's Name and Title	_____ Name of Firm (if applicable)

_____ Start Date	_____ End Date	_____ Cost
---------------------	-------------------	---------------

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former state employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

ZZ. Approved Budget

Contract ID: DPH20240114PSA

Contract Begin Date: 2023-11-01

Supplier Name: TOWN OF
FAIRFIELD

Contract Expire Date: 2027-11-30

Funding Period: 1 2023-11-01 2027-11-30

Account Number and Description	SID	Project	WFD	Justification	Total Budget
Program Code Details			LOC:	LOC:	
Budget Amount					
4000 INCOME			152,729.00		152,729.00
- 4100 CONTRACT FUNDING			152,729.00		152,729.00
- 4102 Federal/Other Funds	23186	DPH23186W FD2023	152,729.00		152,729.00
5000 DIRECT EXPENSES			152,656.18		152,656.18
- 5100 SALARIES			115,430.00		115,430.00
- 5101 Staff Salaries & Wages			115,430.00		115,430.00
- 5200 FRINGE BENEFITS			37,226.18		37,226.18
7000 INDIRECT EXPENSES			72.825		72.825
- 7100 ADMINISTRATIVE & GENERAL			72.825		72.825
- 7150 All Other A&G			72.825	Office supplies needed for staff.	72.825
Budget Total					
INCOME / EXPENSE SUMMARY					
- TOTAL INCOME			152,729.00		152,729.00
- TOTAL EXPENSES			152,729.00		152,729.00
- EXCESS / SHORTAGE			0		0
CONTRACT MANAGEMENT INFO					
- CONTRACT FUNDING PERCENTAGE			100		100
- A&G PERCENTAGE			0.048		0.048

AAA.

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Salary Detail

Position Title	Degree / License	Rate Per Hour	Total Hours Per Week	Weeks Per Year (if <1 year)	Base Annual Salary (scheduled wages only)	Fringe Benefits %	Annual Fringe Benefits	Total Reported Expense	Justification
Community Health Associate	BA/BS	34	35	52	61,880.00	32.25	19,956.30	81,836.30	Position will transferred to this grant once ELC 2 runs outs.Full-time employee working in Community Health division. First year.
Community Health Associate	BA/BS	34	35	45	53,550.00	32.25	17,269.88	70,819.88	Retain full-time employee working in Community Health division. Second year.

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Town of Fairfield
Grant Application Request

Date: March 28, 2023

Requesting Department: Health

1. Grant Name:

Public Health Workforce Development and Infrastructure Grant from the CT Department of Public Health

2. Grant Request:

\$152,728.79

3. Anticipated Town Share:

None

4. Purpose of Grant:

This CDC Grant is designed to promote public health workforce development and infrastructure improvements allowing recipients to create new positions or to retain staff in other grant funded positions. This can include new investments in new and existing workforce engagement, well-being and other related programs and services.

5. Town Interest:

The funding provided by this grant will improve the functioning of the department through conducting quality improvement on new and existing systems and processes.

6. Estimated Additional Long-Range Costs:

None. All funds will be provided to the Town during year one and can be used during the 5-year grant performance period of 12/1/2022 to 11/30/2027.

Print Name: Sands Clenny

Signature: 

CFO Recommendation: Approve Deny

Signature: 

First Selectman: Approve Deny

Signature: 

**Town of Fairfield
Financial Impact Statement**

Requesting Department: Health

Project/Grant: Public Health Workforce Development and Infrastructure Grant from the CT Department of Public Health

Proposed Special Appropriation Amount: 152,728.79

Proposed Funding:

Bonding	<u>0.00</u>
Grant	<u>152,728.79</u>
Contingency	<u>0.00</u>
Other	<u>0.00</u>
	<u>\$ 152,728.79</u>

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

**List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.**

EXPENDITURE CATEGORY:	**FOR BRACKETS USE NEGATIVE SIGN BEFORE NUMBER**	(POSITIVE IMPACT) / NEGATIVE IMPACT	Attachment #
SALARIES & BENEFITS		<u>0.00</u>	<u></u>
PROFESSIONAL SERVICES		<u>0.00</u>	<u></u>
CONTRACTED SERVICES		<u>0.00</u>	<u></u>
REPAIRS & MAINTENANCE		<u>0.00</u>	<u></u>
UTILITIES		<u>0.00</u>	<u></u>
OTHER		<u>0.00</u>	<u></u>
DEBT SERVICE (1st year)		<u>0.00</u>	<u></u>
TOTAL IMPACT ON EXPENDITURES		<u>\$ 0.00</u>	<u></u>

COMMENTS:

PREPARED BY: Sands Cleary **DATE:** Mar 28, 2023

ARPA Projects						
ARPA Project	Budgeted Cost	Expenditures to Date	Encumbered	Available- Per Munis as of 11/28/2023	Additional Funds Need/ (Excess Funds)	Department Status /Next Steps
Paving and Sidewalk Repair	\$ 3,000,000	\$ 2,991,504	\$ 8,496	\$ -	0	Completed
Deck/patio behind senior center	\$ 100,000	\$ 47,240	\$ 29,800	\$ 22,960	\$ (22,960)	Patio/walkway/Landscaping complete.
Senior Center Renovation	\$ 850,000	\$ 80,230	\$ 563,157	\$ 206,613	0	One of Three sets of Bathrooms 99% complete. Other 2 sets of Bathrooms to be completed this winter. TRANE RTUs ordered. Due to be replaced Spring of 2024. The Kitchen was the third phase of the project and there will not be enough for the whole thing but maybe enough for new kitchen hood exhaust.
Downtown Resiliency - Permeable Surfacing	\$ 1,420,000	\$ 102,240	\$ 101,760	\$ 1,216,000	0	This will only cover Phase I, for Phases 2-3 will need more funds. Consultant has completed survey work. PO design going into semi final design phase Next step: Contact Utilities for redesign/relocation of storm system chamber. Providing overall phased plan. Note Options vary from \$ 8 M to \$ 17 M, so Engineering recommending phased approach installing end sections first.
Rooster River Detention Area	\$ 3,250,000	\$ 405,079	\$ -	\$ 2,844,921	0	Design -awaiting final permits Fairchild Wheeler Golf and Tunxis Hill- Held Public meeting 9/12/2023. Consultant Directed to begin some other sites. Purchased 150 Villa Avenue property with IWPA Dec.2023. Waiting for permit Army Corps, this will cover cost for Phase 1, Phases 2-8 will need additional funding
Traffic Lights	\$ 1,000,000	\$ -	\$ 48,480	\$ 951,520	0	This will cover Year 1 traffic lights, additional funding will be needed for other years. Inventory complete by AKRF, designed 5 year plan. Next step: detail design (50K) and bid first year phase (1.1 M Summer 2024) example: cameras, controllers, Park Ave/SHU driveway signal. Cost share with SHU?
High Intensity Wave and Erosion Damage & Resiliency Study	\$ 400,000	\$ 23,140	\$ -	\$ 376,860		Initial conceptual costs for complete implementation for this project is extremely high- could become over \$ 100 Million. Engineering will put out Request for Qualifications to determine extent of design-Fall 2023. Include all phases for design. confirm if CT DEEP, USACE is amenable to concept. Minor funds used for sand spit for flood and shoal stabilization recommended by FERB, DPW, Conservation and Engineering.

ARPA Projects						
ARPA Project	Budgeted Cost	Expenditures to Date	Encumbered	Available- Per Munis as of 11/28/2023	Additional Funds Need/ (Excess Funds)	Department Status /Next Steps
Town-wide Guard Rail and Fencing	\$ 200,000	\$ 102,441	\$ 82,500	\$ 15,059	0	6 sections completed, some under CNR, others and recent under ARPA. Samp Mortar and Hardening guide rails installed and approved. Update: six more sections of Bridge guide rails per DOT reports awarded to contractor Jan 2023 temporarily on hold waiting for DOT detail for non compliant rails on older bridges. Switch to other locations- Winter 2024 bid.
Perry's Green Bulkhead	\$ 1,000,000	\$ 86,573	\$ 19,883	\$ 893,545	\$500,000	Bid opening Nov 16, 2023. We will need additional \$500,000
Sidewalks Stratfield	\$ 1,150,000	\$ 1,100	\$ 1,148,900	\$ -		Stratfield construction 90 % complete. Bid: \$ 1.7476 Million, Was related to # 36 Southport Connectivity. Supplemental 650 K state urban grant.
ADA Consultant	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ (75,000)	Starting ADA transition plan. complete by end of 2023. DPW hired consultant for Sidewalk and some ADA assessments
Sidewalks Southport	\$ 250,000			\$ 250,000	0	Southport Connectivity-Consultant submitted final plan to DOT. Structure Analysis must be redone: Bid Winter 2024.
Fire Station Rehabilitation	\$ 550,000	\$ 333,505	\$ 104,933	\$ 111,562	0	Exhaust System rehab project has been completed. Station 2 ADA Bathroom renovations project has been completed. Recent bid results for Station 1 bathrooms will give us an idea of additional funds needed to be requested in Fall 23 to complete that project.
Fire shift commander vehicle	\$ 150,000	\$ 95,027	\$ 2,322	\$ 52,651	0	This is on order from Ford. We are awaiting delivery. Once delivered, Emergency equipment will be installed.
Fire vehicle replacement	\$ 60,000			\$ 60,000	0	Awaiting Opening of Orders for these vehicles. Believed to be some time in October '23.

ARPA Projects						
ARPA Project	Budgeted Cost	Expenditures to Date	Encumbered	Available-Per Munis as of 11/28/2023	Additional Funds Need/ (Excess Funds)	Department Status /Next Steps
Non-profit Mental Health	\$ 450,000	\$ 300,000	\$ -	\$ 150,000	0	Lifebridge Community Services: \$150,000: For increasing access to behavioral health care in Fairfield. The funds will go to partnering with local organizations and businesses to provide information and connections; resiliency-focused workshops; and a scholarship program to help those who can't afford treatment. <u>Child and Family Guidance Center: \$150,000:</u> For increasing access to behavioral health care in Fairfield. The funds will go to partnering with local organizations and businesses to provide information and connections; resiliency-focused workshops; and a scholarship program to help those who can't afford treatment. <u>Operation Hope: \$150,000:</u> For meeting the needs of the Fairfield community through providing groceries, meals, housing, and compassion. This funding will go to a food services manager to support the 40% increase in pantry use and 32% increase in meals served during the pandemic; homeless resource center staff; and homeless prevention coordination.
COVID Recovery Assistance	\$ 250,000	\$ 184,500	\$ -	\$ 65,500	0	For recovery efforts to help eligible residents who are struggling due to the economic challenges posed by the pandemic. Eligible residents can get help with bills such as rent or mortgage, auto expenses, utilities, and food. We have assisted 43 households (139 residents). The COVID Recovery fund is about two-thirds of the way done – I think we could be close by the end of 2024. We have one or two applications pending pre-holidays.
Jennings Beach Concession Upgrades	\$ 100,000	\$ 75,180	\$ 13,385	\$ 11,435	0	Bulk of the renovation is complete. A few minor items to finish. Expected to use the full amount allocated.
Tunxis Hill Park Playground	\$ 150,000	\$ 150,000	\$ -	\$ -		Completed.
Melville Park Playground	\$ 175,000	\$ 151,464	\$ -	\$ 23,536	\$ (23,536)	Completed
Lincoln Park Playground Replacement	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	Completed
Dover Park Playground Replacement	\$ 150,000	\$ 130,847	\$ -	\$ 19,153	\$ (19,153)	Completed
Highwood Park Playground Replacement	\$ 300,000	\$ 268,395	\$ -	\$ 31,605	\$ (31,605)	Completed
Golf Course Maintenance Equipment	\$ 230,000	\$ 223,977	\$ 3,068	\$ 2,955	\$ (2,955)	Delivery received

ARPA Projects						
ARPA Project	Budgeted Cost	Expenditures to Date	Encumbered	Available- Per Munis as of 11/28/2023	Additional Funds Need/ (Excess Funds)	Department Status /Next Steps
SGT Murphy Playground	\$ 150,000	\$ 131,172	\$ 18,768	\$ 60	\$ (60)	Completed.
Police headquarter Rehab	\$ 350,000			\$ 350,000	0	The architects were recently awarded the bid. We have met with the architects to articulate our needs, and they are currently preparing schematic designs for us. Along with those designs will come construction documents that will allow us to gain a better understanding of a more accurate cost of the project
Police Safe Corridor Program	\$ 108,000	\$ 6,750		\$ 101,250	0	Three poles installed by UI. Yankee Electric obtained proper permits to begin electrical. We are on budget and hope to have the majority of the project completed in the next couple of months
Hybrid Meeting Technology	\$ 400,000	\$ 175,000	\$ 160,031	\$ 64,969	0	Bulk of installations complete. Debugging under way. On-budget
Plan of Conservation and Development (POCD)	\$ 175,000	\$ 99,584	\$ 52,248	\$ 23,168	0	POCD Draft completed and still under review by TPZ Commission. Zoning Regulations Update Draft Complete and under review by TPZ Commission. Public hearings for both TBD. Zoning Regulation Revision to begin once both drafts are approved. The election and introduction of new TPZ Commissioners will require additional review time for this items.
Body Cam/Dash Cam/Tasers	\$ 3,700,000	\$ 1,404,285	\$ 2,301,035	\$ (5,320)	\$5,320	We have received on all equipment and licensing related to the Axon purchase with the exception of the equipment upgrades which will occur as scheduled over the course of the contract. Minor additions have been made commensurate with personnel increases. Equipment refreshers (new roll out) will begin August 2024. We are in the final phases of transitioning old BWC footage from old server to evidence.com (axon).
Fairfield Theatre Company - free outdoor concerts	\$ 50,000	\$ 50,000	\$ -	\$ -	0	Completed.
Electric Car Charging Stations	\$ 200,000	\$ 164,932	\$ 13,944	\$ 21,125	\$ (21,125)	Charging stations have been installed.
Electric/Hybrid Vehicles	\$ 740,000	\$ 381,807	\$ 79,910	\$ 278,284	\$ (218,284)	Leased first six vehicles. Expecting to purchase remaining vehicles within the next month. 13 Chevy Bolts have been purchased and recieved. Awaiting two more.
Fill Pile	\$ 1,000,000	\$ 46,370	\$ 186,830	\$ 766,800	0	In progress. Update forthcoming to Town bodies.
Burr Historical Gardens	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ (25,000)	No Status

ARPA Projects						
ARPA Project	Budgeted Cost	Expenditures to Date	Encumbered	Available- Per Munis as of 11/28/2023	Additional Funds Need/ (Excess Funds)	Department Status /Next Steps
Digitizing Records (zoning, building, dpw)	\$ 125,000	\$ -	\$ -	\$ 125,000	\$ (125,000)	Since the amount allocated is just enough to start the project and the overall cost will be much greater than \$125,000, we will cancel the project at at this time and defer to a later date
HVAC at schools	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	0	Updated
Diversity & Inclusion Consultant	\$ 75,000	\$ -	\$ -	\$ 75,000	0	We spent \$9,999 for consultant work out of the \$75,000 ARPA money. We have \$6,000 out of the HR budget to spend on training to be conducted by this Consultant. I anticipate that we will need the remainder of the ARPA money for implementation of the consultant's recommendations.
Fairfield Museum	\$ 40,000	\$ 40,000		\$ -		Completed.
Total Allocated Funds	\$ 23,548,000	\$ 9,402,341	\$ 4,939,448	\$ 9,206,210	\$ (59,357)	
Total ARPA Funds received	\$24,830,566					
Unallocated ARPA funds	\$1,282,566					
Add: Remaining Balance in F	\$59,357					
Total Unallocatd/Excess Func	\$1,341,923					

Townwide Contamination Expenditures

Berm Expenditures as of 6/30/2019				
VENDORS	Actual	Encumbered	Requisitions	DESCRIPTION
Cohen & Wolf, Lesser	\$ 186,900.23			Legal Fees
CT Tank, Logical, Phoenix, Osprey, Complete Env	\$ 417,260.63			Soil Testing & Remediation Costs
WI Clark	\$ 64,896.37			Equipment Rental
DPW Garage Inventory	\$ 6,973.17			Fuel & Lube
Madison	\$ 4,328.74			Erosion, Sediment, Dust Control
Pride's Corner, Green Giant, H. Depot, Salko	\$ 17,754.05			Landscaping
Oliver/RVM	\$ 7,854.73			Copying and File Storage
DPW & Conservation Employees	\$ 212,822.65			Labor
Total Expense	\$ 918,790.57	\$ -	\$ -	

Environmental Testing and Remediation Expenditures as of 11/29/2023				
VENDORS	Actual	Encumbered	Requisitions	DESCRIPTION
Cohen & Wolf, Lesser		41,825.33		Legal Fees
PKF O'Connor Davies, LLP	\$ 35,000.00			Cost for PFK O'Connor to perform DPW Independent audit
ACV, Red Technologies	\$ 449,066.42			Site Remediation Costs for Gould Manor, Burroughs, Jennings Scho
Weston & Sampson, FILLI	\$ 687,223.50	\$ 47,600.00		Weston & Sampson and FILLI Landfill Investigation and Planning
Wiggin & Dana		\$ 176,886.78		Legal Fees for Environmental Cost Recovery, CTDEEP corresponde
Lesser, Cohen & Wolf, Coles Baldwin, Transperfect Holdings, Wiggin & Dana	\$ 823,402.13			Legal Fees for Environmental Cost Recovery, CTDEEP corresponde
Tighe & Bond	\$ 1,555,586.02	\$ 308,184.82		Tighe & Bond Townwide environmental investigation
Gidez, Ffld Police, RVM	\$ 22,650.00			Other Miscellaneous
CISCO, LLC	\$ 404,380.66	\$ 1,391,747.20		Environmental Services
COLES, BALDWIN , KAISER & CREAGER, LLC		\$ 3,660.00		Legal Fees for Environmental Cost Recovery, CTDEEP corresponde
Total Expense	\$ 3,977,308.73	\$ 1,969,904.13	\$ -	

G/L ACCOUNT NUMBER: 228 22809010 57000 REMED

Environmental Services Expenditures as of 11/29/2023				
** TOWN **				
VENDORS	Actual	Encumbered	Requisitions	DESCRIPTION
CISCO, LLC	\$ 343,237.19	\$ 7,123.00		Environmental Remediation Contractor
G-Force	\$ 1,154.25			
Pace Analytical	\$ 15,520.75			Remediation Sampling
Tighe & Bond	\$ 661,244.51	\$ 4,653.65		Remediation Investigation and Oversight
Weston & Sampson	\$ 247,948.00			Remediation Investigation and Oversight
Wiggin & Dana	\$ 180,572.00			Legal Fees for Environmental Cost Recovery, CTDEEP corresponde
Bond Issuance Allocation	\$ 4,190.88			
Total Expense	\$ 1,453,867.58	\$ 11,776.65	\$ -	

G/L ACCOUNT NUMBER: 256 25605030 57026

Townwide Contamination Expenditures

ARPA -Penfield Pavilion Remediation Expenditures as of 11/29/2023				
VENDORS	Actual	Encumbered	Requisitions	DESCRIPTION
Weston & Sampson	\$ 46,370.00	\$ 186,830.00		Environmental services
Total Expense	\$ 46,370.00	\$ 186,830.00	\$ -	

G/L Account Number:145 14501010 59996 81006

Penfield Pavilion Remediation Expenditures as of 11/29/2023				
VENDORS	Actual	Encumbered	Requisitions	DESCRIPTION
Roberge Associates	\$ 28,822.33	\$ 3,480.67	\$ 78,413.00	Professional Engineering Service, resiliency study
Bismark Construction, Inc.	\$ 66,826.08	\$ 7,192.92		Penfield Pavilion - Preconstruction
Joseph Sepot Architects	\$ 160,588.75	\$ 84,611.25		Penfield Pavilion - A&E Service
Total Expense	\$ 256,237.16	\$ 95,284.84	\$ 78,413.00	

G/L ACCOUNT NUMBER: 262 26201010 58806

TOWN-WIDE CONTAMINATION SOURCES AND USES

Funding Source	Details of Funds Available in MUNIS			
	Appropriated	Expended	Requisitions and Encumbered	Total Available in MUNIS as of 11/28/23
Operating Budget (through 6/31/19)	\$ 918,791	\$ 918,791	\$ -	\$ -
Surplus Transfers through 2021 (Various Contamination)	\$ 7,685,000	\$ 3,977,309	\$ 1,969,904	\$ 1,737,787
Town Bonding (Various Contamination)	\$ 1,484,000	\$ 1,453,868	\$ 11,777	\$ 18,356
ARPA (Penfield)	\$ 1,000,000	\$ 46,370	\$ 186,830	\$ 766,800
Surplus Transfer 10/2022 (Penfield)	\$ 8,400,000	\$ 256,237	\$ 173,698	\$ 7,970,065
Surplus Transfer from 2021 Above (Penfield)	\$ 2,200,000	\$ -	\$ -	\$ 2,200,000
Total	\$ 21,687,791	\$ 6,652,574	\$ 2,342,209	\$ 12,693,008

Estimated Remaining Liabilities	Liability
A Small sites (40) as per Tighe & Bond	\$ 2,669,904
Penfield - "Hot Spots" Remediation	\$ 550,000
B Aggregate fill pile as Per Weston & Sampson	\$ 8,760,000
Penfield - remediation	\$ 10,298,000
Penfield- construction	\$ 2,500,000
Total	<u>\$ 24,777,904</u>

A Approximately 2/40 sites plus Penfield remaining. Detail on Town website.

B Assumes site will be capped as a landfill

Additional Available Sources of Funding	
Surplus Transfer FY22 -to Debt Service Fund	\$ 500,000
Surplus Transfer FY22 -to Debt Service Fund	\$ 780,000
Surplus Transfer FY23 -to Debt Service Fund	\$ 8,500,000
Total	<u>\$ 9,780,000</u>

2024 DRAFT Board of Finance Meeting Schedule

***Red = Need to Meet at Location Other Than BOE Conference Room**

The Board of Finance shall meet the following dates in 2024 at 7:30 pm at the BOE Conference Room, 501 Kings Highway East, Fairfield, CT 06825 and via Webex unless otherwise noted.

January 09	Tuesday	7:30 pm	Regular Meeting	
February 06	Tuesday	7:30 pm	Regular Meeting	
February 20	Tuesday	7:30 pm	Quarterly Review Mtg	
March 05	Tuesday	7:30 pm	Regular Meeting	
March 06	Wednesday	7:30 pm	Public Budget Session #1	
March 13	Wednesday	7:30 pm	Public Budget Session #2	
March 14	Thursday	7:30 pm	Public Budget Session #3	
March 20	Wednesday	7:30 pm	Public Budget Session #4	
March 21	Thursday	7:30 pm	Public Budget Session #5	
March 26	Tuesday	7:30 pm	Budget Follow-Up if needed	
March 30	Saturday	9:30 am	Public Budget Comment Session	FLHS Auditorium, 785 Unquowa Rd
April 01	Monday	7:30 pm	Budget Follow-Up if needed	
April 03	Wednesday	7:30 pm	Budget Vote-Public Executive Session- No Public Comment	
April 09	Tuesday	7:30 pm	Regular Meeting	
May 09	Thursday	7:30 pm	Regular Meeting – Set Mill Rate	
May 21	Tuesday	7:30 pm	Quarterly Review Meeting	
June 04	Tuesday	7:30 pm	Regular Meeting	
September 03	Tuesday	7:30 pm	Regular Meeting	
September 17	Tuesday	7:30 pm	Quarterly Review Meeting	
September 24	Tuesday	7:30 pm	Capital Plan Workshop	
October 01	Tuesday	7:30 pm	Regular Meeting	
November 6	Wednesday	7:30 pm	Regular Meeting (5 TH is Election Day)	
November 19	Tuesday	7:30 pm	Quarterly Review Meeting	
December 03	Tuesday	7:30 pm	Organizational/Regular Meeting	

Board of Finance Regular Meeting
Wednesday, November 1, 2023, 7:30 pm
Via Webex & In Person at the BOE Offices, Room 295 A/B
501 Kings Highway East, Fairfield, CT 06825

A recording of this meeting can be found here: [BOF Regular Meeting 11/1/2023](#).

DRAFT MINUTES

MEMBERS PRESENT: Chairwoman Lori Charlton, Vice-Chair John Mitola, Secretary Sheila Marmion, Craig Curley, Christopher DeWitt, Mary LeClerc, Kevin Starke, Jack Testani, James Walsh
OTHERS PRESENT: DPW Assistant Director John Cottell, CFO Jared Schmitt, Budget Director Frank Magneri, FairTV, members of the public

- 1) Call to Order
Chairwoman Lori Charlton called the meeting to order at 7:30 pm.
- 2) Pledge of Allegiance
Chairwoman Charlton led the Pledge of Allegiance.
- 3) To hear a presentation on the sidewalk report
Chairwoman Charlton explained that sidewalk repair projects are in the Capital Plan, but in some cases, sidewalks are being replaced or repaired when there is road paving done in the same location. DPW Assistant Director John Cottell presented the sidewalk report. He said there was a survey performed from winter of 2021 to summer 2023 of 125 miles of sidewalk in Fairfield. Mr. Cottell reviewed the materials, conditions and length of sidewalks. There was a discussion about the results and about the cost of the sidewalks and the Safe Streets ordinance. The BOF would like to know the requirements of the Town and would like the Town Attorney to explain the legal requirements. The Board would also like Engineering Manager Bill Hurley to give his estimate, how he estimated and if it includes Police, and also how it affects the operational costs in the budget.

The full discussion can be accessed through the meeting recording link above.

- 4) Discussion on Penfield Pavilion
CAO Tom Bremer had a scheduling conflict, but sent a memo regarding updates which is included in the backup documents.
The BOF members had questions they would like Mr. Bremer to address:
 - Who are the residents receiving the letter regarding Penfield Pavilion updates as mentioned in the memo?
 - What are updates regarding the 50/50 valuation?
 - What is the updated timeline of the project and how did the delay in starting the project affect the timeline?
 - What is the insured amount of the project and how much in excess is it above the original estimated cost?

- Provide detail on the originally approved plans for foundation and provide documentation change including cost and reason for change.
- When in December will the Resiliency Study start/finish?

The Board was disappointed that Mr. Bremer was not in attendance and requested he attend the next meeting to answer the questions above and any give other updates at the time of that meeting. CFO Jared Schmitt provided some updates of which he was aware. All staging around the pavilion building, sidewalk and parking lot at this point is related to remediation and not construction. Construction is still being negotiated and there was no update. Mr. Schmitt also said that Mr. Bremer has been giving monthly updates at the BOS meetings and those updates have been included in the First Selectwoman's weekly resident newsletters. The BOF discussed their concerns with the history of this project and would like to have more people involved in the project.

- 5) To hear, consider and act upon a request from the Chief Fiscal Officer to transfer \$109,132 from General Fund Contingency (01002010-58010) to various accounts in FY24 for Department Head settled contracts

There is no backup for this Item. The BOF received and email that is not available for the public. CFO Jared Schmitt said these requests are transfers and not requests for additional funds. Budget Director Frank Magneri shared his screen and report of the breakdown of the transfers. There was a discussion about Department Head increases and how they affect the budget. Mr. Magneri said the increases are estimated and put into the budget in Contingency and when contracts are settled or increases are given, it comes out of Contingency.

Christopher DeWitt made a motion approve the request to transfer \$109,132 from the General Fund Contingency to various accounts provided to the BOF and attached for the record. Craig Curley seconded the motion.

The motion carried unanimously.

- 6) To hear, consider and act upon a request from the Chief Fiscal Officer to transfer \$1,401,755 from General Fund Contingency (01002010-58010) to various accounts in FY24 for Fire arbitration award

John Mitola made a motion to put Item 6 before the BOF. Mr. DeWitt seconded the motion.

The numbers were finalized in the last few weeks. The money is generally paid out prior to the transfer being presented to the boards for approval. Union contracts have timelines and need payout as soon as possible, including retro pay. The breakdown was available on the shared screen. Budget Director Frank Magneri also shared his overview of union contract settlements.

The motion to transfer \$1,401,755 from the General Fund Contingency to various accounts in FY 2024 carried unanimously.

- 7) To hear an update on the FY23 surplus and to review a proposal for the use of surplus

There is no backup on this item and it does not require a vote. CFO Jared Schmitt gave an update on the status of the surplus and uses. Chairwoman Charlton encouraged the BOF members to review the proposal and give their feedback for discussion at the 11/21/23 meeting. Mr. Schmitt said Auditors have been in over the last few days and the final surplus is closer to \$10 million. This is mostly due to contingency and leases. The proposal for the use of the \$10 million is:

- \$2 million – to stay with the current paving plan and do catchup work in the Spring.
- \$2 million – 1st part of sidewalk repairs
- \$3 million – BOE (bathrooms at FLHS, Phases 2-5 of HVAC plan and a boiler replacement)
- \$3 million – fill pile/remediation costs

There was a discussion about the paving project. Chairwoman Charlton would like an update on the plan. There was also a discussion about future projects at Dwight and Jennings. Mr. Schmitt said all necessary backup will be present when it is time to vote on this surplus proposal.

8) To hear, consider and act upon the Purchasing Policy

Mr. DeWitt made a motion to bring Item 8 before the BOF for a vote. Craig Curley seconded the motion.

Mr. DeWitt went through his presentation on the Purchasing Policy. There were questions from some of the Board members and a discussion followed. It was suggested that due to the time of the night, and comments some members had and wanted to discuss the vote for the new Purchasing Policy be moved to a special meeting.

Jack Testani made a motion to postpone the vote for Item 8 to a scheduled special BOF meeting for Thursday, November 16, 2023. James Walsh seconded the motion which carried unanimously.

The Board suggested involving Auditor Joe Centofanti and Purchasing Director Adam Tulin at the special meeting.

Mr. DeWitt said he will send the Policy to the board members and would like any redline edits sent back to him by 11/5/2023.

9) To hear, consider and act upon the draft minutes of October 3, 2023, October 19, 2023 special meeting and October 19, 2023 Capital Plan Workshop

(John Mitola left the meeting at 10:51 pm).

Mr. DeWitt made a motion to bring Item 9 before the BOF. James Walsh seconded the motion.

The minutes will be reviewed and voted on separately.

- 10/3/2023 – the motion carried 7-0-1 (Charlton abstained)

- 10/19/2023 Special – the minutes state Mr. Walsh being absent, but he did arrive and voted. His name will be added as present. The amended motion carried 7-0-1 (Testani abstained)
- 10/19/23 Regular – the motion carried 7-0-1 (Testani abstained)

10) To hear, consider and act upon any communications
There were no communications to be discussed.

11) Adjourn
Mr. Curley made a motion to adjourn. Chairwoman Charlton seconded the motion which carried unanimously.

The meeting adjourned at 11:40 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary