

TOWN COUNCIL
Town of Trumbull
CONNECTICUT
www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5000



AGENDA No. 745
ADDENDUM

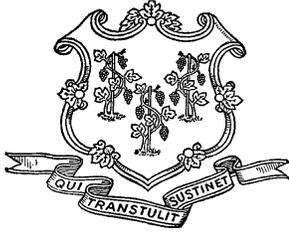
NOTICE is hereby given of an Addendum to the Trumbull Town Council September 10th, 2015 meeting agenda, said meeting will take place at the Trumbull Town Hall at 8:00 p.m.:

1. RESOLUTION TC25-198: To consider and act upon a resolution which would approve a contract with the State of Connecticut Department of Public Health in the amount of \$53,192.00 pursuant to the Public Health Emergency Preparedness Program for the period July 1, 2015 through June 30, 2017 and authorizes First Selectman, Timothy M. Herbst for this purpose to make, execute and approve on behalf of the Town of Trumbull, any and all contracts or amendments thereof with the State of Connecticut Department of Public Health.

COPY OF THE RESOLUTION ATTACHED HERETO
Carl A. Massaro, Jr., Chairman Trumbull Town Council

RESOLUTION

1. RESOLUTION TC25-198: BE IT RESOLVED, That a contract with the State of Connecticut Department of Public Health in the amount of \$53,192.00 pursuant to the Public Health Emergency Preparedness Program for the period July 1, 2015 through June 30, 2017 is hereby approved and that First Selectman, Timothy M. Herbst, is hereby authorized for this purpose to make, execute and approve on behalf of the Town of Trumbull, any and all contracts or amendments thereof with the State of Connecticut Department of Public Health.



**Department of Public Health
Contracts and Grants Management Section**
PO Box 340308, 410 Capitol Ave., MS#13 GCT
Hartford, CT 06134-0308
Telephone: (860) 509-7704 FAX: (860) 509-8210

September 1, 2015

Rhonda Capuano, Director of Health
Town of Trumbull
335 White Plains Road
Trumbull, CT 06611

Contract Log: #2016-1154 **Contract Award:** \$53,192.00
Program: Public Health Emergency **Contract Period:** 7/1/2015 Through 6/30/2017
Preparedness

Dear Ms. Capuano:

Enclosed is the above referenced Contract, DPH Log #2016-1154. Please use the DPH contract log number when sending in progress reports, expenditure reports, budget revision requests and/or other correspondence relating to this contract.

Please review this Contract and return the original contract following the procedure explained below. If Contract corrections or changes are necessary, please contact me at (860) 509-7428. It is important that the signed/sealed contract and other required submittals be returned to the Department by September 30, 2015. You will receive a copy of the original Contract signed by the Department when the Contract is fully executed.

***NOTE: SIGNATURES AND NAMES OF AUTHORIZED OFFICIAL(S)
MUST BE IDENTICAL THROUGHOUT THE CONTRACT PACKAGE.***

Signature Certification: All contractors need to have a resolution passed by their governing body giving the official who signed this Contract the authority to do so. The signature certification indicates that the authorization to sign contracts was in place on the date the Contract was signed. Therefore, the Contract must be signed and dated **prior** to the certification being signed and dated. Instructions and a sample sheet are enclosed. One original signed and sealed certification must be returned with the Contract. Your agency's seal must be embossed on the lower left side under the "title" of the certifying official. **(White-out is not acceptable!)**

Acceptances and Approval Page: The individual authorized to sign the Contract must sign his/her name on the Personal Service Agreement Form on line 35. His/her name, title and the date should be typed or clearly written on the appropriate lines in this area. In addition, your legal seal (if any) must be embossed on the Acceptances and Approvals area of page one.

Contract Compliance forms: Please read the Commissioner's letter concerning the Department's commitment to affirmative action. Complete, sign and return the Workforce Analysis form. Contractors with more than one (1) employee who do **not** have affirmative action plans **must** have an affirmative action policy statement. You may use the enclosed statement from the Commissioner as a model. You must return a copy of your statement if you do not have an affirmative action plan and have more than one (1) employee. Contractors with more than

twenty-five (25) employees **must** have an Affirmative Action Plan on file at their place of business. DO NOT SEND PLANS TO THE DEPARTMENT.

Certification Requirements: On July 13, 2006, Governor M. Jodi Rell issued Executive Order No. 7C which repealed Executive Orders No. 7, 7A, and 7B in their entirety. Effectively the certification requirements of Executive Order No. 7B were adopted by and incorporated into 7C. Certification requirements of Executive Order 7C were expanded to include a Campaign Contribution Certification, Consulting Agreement Certification, and an annual gift/campaign contribution recertification for all state contracts between state agencies and **private** entities with a value of \$50,000 or more in a calendar or fiscal year. Public Act 11-229 made changes to filing requirements, timelines and certification language effective October 1, 2011. Re-Certification forms are required anytime there is a change in the filed information. Blank forms are included with your Contract package in the event you meet this condition during the Contract term and must file a new/revised Certification. **Please retain such forms for future use as needed.** For further information please feel free to contact us or visit the Office of Policy and Management website at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

Copies of the completed and signed certifications may be uploaded to the DAS BizNet system or submitted in paper with the signed Contract. BizNet account and upload instructions are available at <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.

Because the term of this Contract exceeds one year, Gift and Campaign Contribution Re-Certification form(s) are included to provide the required annual update(s). The Re-Certification forms are identical to the regular Gift and Campaign Contribution Certification forms except the "Annual Update....." box is checked rather than the "Initial....." box. **Annual update forms must also be signed, dated and either uploaded to the DAS BizNet system when due or returned to the Contracts and Grants Management Section by the date indicated in the contract payment schedule to prevent withholding of future contract payments.**

Certificate of Insurance: All contractors are required to file a Certificate of Insurance with the department. Please submit a Certificate (or policy declaration page) showing insurance coverage. *This is a multi-year contract, you will need to submit a copy of your insurance Certificate (or declaration page) covering successive years of this Contract as soon as your insurance policy is renewed. Failure to submit this information may result in a delay of payments to your agency.*

Minority Business Enterprises Utilization form: This form must be completed if your agency is subject to the Commission on Human Rights & Opportunities regulations and if you subcontract with any minority business enterprises.

Anti-Lobbying Certification form: This form must be completed if the contract includes federal funds.

Invoices: Please sign the enclosed invoices, but do not date them. Return the signed invoices with the original signed contract. This will help speed the payment process.

Contractor Info Sheet: Included is a form that will provide us with accurate information about your address, phone number(s), e-mail address(s), and contact persons related to this contract. Please complete and return with your signed contract.

Thank you for your cooperation.

Sincerely,

Anthony Nwankwo

rcapuano@trumbull-ct.gov

Public Health Preparedness Contract Coordinator
Contracts and Grants Management Section
(860) 509-7428

cc: Diana Villegas

CONTRACT PACKAGE CHECKLIST

Please return:

- Original Signed and Sealed Contract
- Completed Certification of Authorized Signature
- Workforce Analysis Form
- Copy of Certificate of Insurance (Declaration page indicating liability insurance)
- Contractor's Minority Business Enterprises Utilization Form, if applicable
- Certification Regarding Lobbying Activities
- Vendor Profile Form, Contact Info Form, or Both
- Invoice(s): 6

Please return your complete contract package to:

Anthony Nwankwo
Contracts and Grants Management Section, MS# 13GCT
State Dept. of Public Health
410 Capitol Avenue
P.O. Box 340308
Hartford, CT 06134-0308

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/2000 (electronic version)
PRINT OR TYPE

**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION**

DPH Log #2016-1154

1. The State Agency 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, as attached hereto and incorporated by reference.

(1) <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	(2) Identification No P.S.
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CONTRACTOR	(3) Contractor Name Town of Trumbull	(4) Are you Presently a State Employee <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	Address 335 White Plains Road, Trumbull, CT 06611	Contractor FEIN/SSN 000-00-0144

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	(6) AGENCY NO. 48500
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CONTRACT PERIOD	(7) DATE (FROM) 07/01/15 THROUGH (TO) 06/30/17	(8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither
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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.)	(9) Required No. of days written notice: 30
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COMPLETE DESCRIPTION OF SERVICE	(10) CONTRACTOR AGREES TO: <i>(Include special provisions - Attach additional blank sheets if necessary.)</i> A. Town of Trumbull, hereinafter "the Contractor", shall provide services to the Department of Public Health, hereinafter "the Department", as described in this Agreement, on page 2 as follows: (Continued on Page 1b)	
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COST AND SCHEDULE OF PAYMENTS	(11) 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 G. of this Contract. The total amount of this Contract shall not exceed \$53,192.00.	
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(12) Act CD	(13) Doc Typ	(14) Comm Typ	(15) LSE Typ	(16) Org Agcy 48500	(17) Doc No.	(18) Commit Agency 48500	(19) Commit Num	(20) FEIN/SSN 000-00-0144
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(21) COMMITTED AMOUNT \$	(22) OBLIGATED AMOUNT \$53,192	(23) CONTRACT PERIOD (from/to) 7/1/2015 6/30/2017
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REQUIRED								OPT
(24) Amount	(25) FUND	(26) Department	(27) SID	(28) Program	(29) Account	(30) Project	(31) Budget Ref	(32) CFDA
\$26,596.00	12060	DPH48557	22333	29101	55050	DPH22333PHP	2016	93.069
\$26,596.00	12060	DPH48557	22333	29101	55050	DPH22333PHP	2017	93.069

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	(33) STATUTORY AUTHORITY: 4-8, 19a-2a,
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The Contractor herein IS NOT a Business Associate under HIPAA:

(34) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(35) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
Janet M. Brancifort, MPH	Deputy Commissioner	
(36) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.	TITLE	DATE
(37) ATTORNEY GENERAL (APPROVED AS TO FORM AND LEGAL SUFFICIENCY)		DATE

TERMS/CONDITIONS

EXECUTIVE ORDERS

This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.

NON-DISCRIMINATION

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

- (i) "Commission" means the Commission on Human Rights and Opportunities;
- (ii) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (iv) "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.
- (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (vi) "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;
- (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (viii) "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;
- (ix) "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
- (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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

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

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

B. **Definitions:** For the purposes of this Contract, the following Definitions shall apply:

1. **All-Hazard Preparedness Plans:** A plan that outlines the preparedness measures to be taken to mitigate the effects of a broad scope of man-made and natural emergencies.
2. **After Action Report (AAR):** A written report that summarizes what happened during a drill, exercise or real event. It analyzes the performance of participants in the activities, the capacity to accomplish specific actions, and recommends improvements. Corrective actions to be taken as a result of the exercise or real event are documented in the report's Improvement Plan.
3. **Alternative Dispensing Modality:** A means of mass dispensing which employs a non-conventional modality such as drive-through PODs, mobile dispensing teams, or mass dispensing at large employer locations.
4. **Anthrax:** A serious disease caused by *Bacillus anthracis*, a bacterium that forms spores, and is of three types:
 - a. Cutaneous (through the skin)
 - b. Inhalation (through the lungs)
 - c. Gastrointestinal (through the digestive tract)See <http://emergency.cdc.gov/agent/anthrax/> as may be revised or updated from time to time.
5. **CDC:** Federal Centers for Disease Control and Prevention under the U.S. Department of Health and Human Services (DHHS). See <http://www.bt.cdc.gov/cri/> as may be revised or updated from time to time.
6. **Corrective Action Plan (CAP):** A plan that builds upon recommendations made in the improvement plan portion of an after action report. It contains a timeline and assigned responsibilities for improving response capabilities.
7. **Cities Readiness Initiative (CRI):** A program funded by the CDC's Public Health Emergency Preparedness Cooperative Agreement to prepare major U.S. cities and metropolitan statistical areas to effectively respond to a large-scale bioterrorism event by dispensing antibiotics to their entire population within 48 hours of the decision to do so. See <http://emergency.cdc.gov/cri/index.asp> as may be revised or updated from time to time.
8. **Cities Readiness Initiative (CRI) Coordinator:** The person designated at the Department of Public Health as responsible for:
 - a. overall administration and implementation of the CRI program,
 - b. providing technical assistance related to the CRI program, and
 - c. serving as the primary contact for questions and deliverables related to CRI activities under this Contract.
9. **Cities Readiness Initiative (CRI) Metric Sheets:** Spreadsheets developed in Excel (computer program) by the CDC designed to record quantifiable data compiled as a result of and in conjunction with Cities Readiness Initiative (CRI) Drills or Exercises; access to the sheets is through a uniform Password and User Name on the CDC's SNS Extranet website.
10. **Cities Readiness Initiative (CRI) Drills and Exercises:** A menu of eight (8) drills, from which at least three must be conducted annually in each DEMHS region, under

this Contract; access to CRI Guidance is through a uniform Password and User Name on the CDC's SNS Extranet website.

- a. The **first "drill suite"** includes:
 - i. resource allocation,
 - ii. decision-making and
 - iii. distribution.
 - b. The **second "drill suite"** includes:
 - i. site call-down,
 - ii. staff/volunteer call-down,
 - iii. facility set-up,
 - iv. pick list, and
 - v. throughput.
 - c. **Drills and Exercises** are activities conducted in a risk-free environment, used to train, assess, practice and improve preparedness providers' performance in prevention, protection, response, and recovery capabilities, and are of the following types:
 - i. **Full scale** means operations-based, multi-agency, multi-jurisdictional, multi-discipline, involving both:
 - 1) Functional response (e.g. emergency operations center, joint field office, etc.) and
 - 2) "Boots on the Ground" (e.g. first responders or emergency officials responding to an incident in real time);
 - ii. **Functional** means operations-based and conducted to examine or validate coordination, command and control of event response between multi-agency coordination centers (e.g. emergency operations center, joint field office, etc.) and does not involve "boots on the ground" (defined above);
 - iii. **Regional** involves the participation of all MDAs (defined below) within a particular DEMHS Region (defined below). Includes Regional Mass Dispensing Exercises.
11. **Closed POD (Point of Dispensing):** A POD serving a defined sector of the population; not open to the general public.
 12. **Connecticut's Health Alert Network:** A composite of communication mechanisms including, but not limited to, broadcast fax, email, a restricted website, a Wide Area Notification System (WANS), two way radios and satellite phones. It provides a 24/7 flow of critical health information to public health partners.
 13. **Contract Administrator:** The person designated at the Department of Public Health as responsible for overall administration of this Contract and who serves as the primary contact for questions and deliverables related to the General and Project Public Health Ready (defined below) Activities under this Contract.
 14. **Corrective Action Plan (CAP):** A plan that builds upon recommendations made in the improvement plan portion of an After Action Report; contains a timeline and assigned responsibilities for improving response capabilities.

15. **DEMHS:** The Division of Emergency Management and Homeland Security within the Department of Emergency Services and Public Protection, the mission of which is to direct and coordinate all available resources to protect the life and property of the citizens of Connecticut in the event of a disaster or crisis, through a collaborative program of prevention, planning, preparedness, response, recovery, and public education. See <http://www.ct.gov/demhs/cwp/view.asp?a=1939&q=308364&demhsNav=|> as may be revised or updated from time to time.
16. **DEMHS Region:** Emergency Management functions of DEMHS are conducted through its five (5) preparedness planning Regional Offices, each of which serves multiple municipalities as defined by DEMHS:
 - a. **DEMHS Region 1**, Bridgeport, see <http://www.ct.gov/demhs/cwp/view.asp?a=1917&q=295348>
 - b. **DEMHS Region 2**, Middletown, see <http://www.ct.gov/demhs/cwp/view.asp?a=1918&q=295352>
 - c. **DEMHS Region 3**, Hartford, see <http://www.ct.gov/demhs/cwp/view.asp?a=1919&q=295354>
 - d. **DEMHS Region 4**, Colchester, see <http://www.ct.gov/demhs/cwp/view.asp?a=1920&q=295358>
 - e. **DEMHS Region 5**, Southbury, see <http://www.ct.gov/demhs/cwp/view.asp?a=1921&q=295362>as any such website may be revised or updated from time to time. For the purposes of this Contract, the particular DEMHS Region(s) affected by or involved in this Contract's Activities shall be cited in the Description of Services and be known as "the Region(s)".
17. **Distribution:** The process of transporting SNS (defined below) materiel from the point of receipt to other physical locations such as closed PODs (defined below).
18. **Drill:** A coordinated, supervised activity usually employed to test a single specific operation or function in a single agency. Drills are commonly used to provide training with new equipment, develop or test new policies or procedures, or practice and maintain current skills.
19. **DSNS (Division of Strategic National Stockpile):** A division of the CDC that is responsible for advising and assessing each state's Strategic National Stockpile Program.
20. **Everbridge Mass Notification (Everbridge):** A notification system that enables users to send notifications to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification system brings the power and security of communications and incident management to mobile devices during and after all emergency and non-emergency events.
21. **Exercise:** A coordinated, supervised activity where simulated situations are used to assess plans, policies and procedures; to simulate actions by personnel and equipment that drive further activity; or the actual mobilization of personnel and equipment.
22. **Facility Set Up:** A CRI drill that measures the time required to set up a POD.
23. **Improvement Plan:** Part of the After Action Report that serves as a work plan for implementing key recommendations and corrective actions identified by the drill, exercise or real event.

24. **Local Health Departments and Districts (LHDs):** Organizations established and governed by Chapter 368c of the Connecticut General Statutes and include the 75 Municipal Health Authorities which each serve one or more of the 169 towns in Connecticut: 51 of the LHDs are full-time and 24 are part-time. Local Health
25. Departments serve one town: Local Health Districts serve two or more towns. See https://www.han.ct.gov/local_health/ as may be revised or updated from time to time.
26. **Mass Dispensing:** The process of getting prophylactic medications and vaccines to large numbers of affected people.
27. **Mass Dispensing Exercise:** A training exercise to practice rapid delivery of medical supplies and medications to treat the entire population at the local or state level.
28. **Mass Dispensing Plan:** The process of getting prophylactic medications and vaccines to large numbers of affected people.
29. **Mass Dispensing Area (MDA):** Jurisdictions of one or more Local Health Departments/Districts designated and funded by DPH to collaborate on the mass distribution of vaccines or prophylactic medications in response to large-scale outbreaks of infectious disease.
30. **Mass Dispensing Area (MDA) Distribution Plans:** A plan that identifies public health roles, responsibility, operations, and assets needed to transport SNS materiel from the point of receipt to other physical locations, such as closed PODs.
31. **Mass Dispensing Area (MDA) Leads (MDA Leads):** The Local Health Department(s)/District(s) responsible for developing a Mass Dispensing Plan for a Mass Dispensing Area.
32. **Mass Dispensing Area (MDA) POD Plans:** A site-specific plan for mass dispensing operations; MDA POD Plans are part of a Mass Dispensing Plan.
33. **Mass Dispensing Area (MDA) POD Security Plans:** A site-specific plan, signed by the municipal police department within each respective MDA, that outlines the coordination of overall security associated with the MDA's receipt, distribution and storage of SNS medical materiel.
34. **Mass Dispensing Area (MDA) Receiving Sites:** The physical location where SNS medical materiel is delivered from the state's Receiving, Staging, and Storage location. Each MDA has:
 - a. one such **Primary** Receiving Site; and
 - b. a **Backup** Receiving Site, designated to be used as an alternative to the Primary site, if the Primary site cannot be used.
35. **Mass Dispensing Area (MDA) Receiving Site Survey Tool:** A checklist that assesses the security, receiving, and storage capacity of the physical location receiving SNS materiel from the state's Receiving, Staging, and Storage (RSS) location.
36. **Mass Dispensing Area (MDA) Security Lead:** The person at each MDA in the Region who is responsible for the coordination of overall security associated with the MDA's receipt, distribution, and storage of SNS medical materiel.
37. **Mass Dispensing Plan:** Identifies public health role, responsibility, operations, and assets to respond to a public health emergency that requires administration of vaccines or prophylactic medications to the public.
38. **Mass Dispensing Task Force:** A committee of members from multiple disciplines who collaboratively developed the Mass Dispensing Toolkit.

39. **Mass Dispensing Toolkit:** The set of standards compiled in DPH guidance, Connecticut Mass Dispensing Toolkit: Field Operation Guide, for MDAs to use in POD planning, development, operations, training and evaluation; the Toolkit can be accessed on the Connecticut Local Health Restricted Website and is also available from DPH on computer disk format (CD) to Local Health Departments and Local Health Districts, state-wide. See https://www.han.ct.gov/local_health/ as may be revised or updated from time to time.
40. **MAVEN:** An electronic disease surveillance system developed for DPH through a separate contract between DPH and Consilience Software, Inc.
41. **Medical Countermeasure Operational Readiness Review (MCM ORR):** a method of reviewing state and local medical countermeasures operational readiness implemented by CDC in July 2014 to replace the technical assistance review (TAR) planning tool. This tool is designed to assess plans and response capabilities associated with medical countermeasures using the 8 PHEP capabilities.
42. **MEDSAT** Satellite-based communication system that has two-way voice as well as dial-up telephone capability to allow for communications in challenging environments.
43. **Metropolitan Statistical Area (MSA):** A geographic entity defined by the U.S. Office of Management and Budget (OMB) for use by Federal statistical agencies in collecting, tabulating, and publishing Federal statistics. "Core Based Statistical Area" (CBSA) is a collective term for both metro and micro areas.
 - a. a metro area contains a core urban area of 50,000 or more population, and
 - b. a micro area contains an urban core of at least 10,000 (but less than 50,000) population.

Each metro or micro area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration (as measured by commuting to work) with the urban core. In Connecticut, DEMHS Regions are located entirely or partially within particular MSA(s) determined by the federal OMB. See <http://www.census.gov/population/www/metroareas/metrodef.html> as may be revised or updated from time to time.
44. **National Association of County and City Health Officials (NACCHO):** The national organization representing and supporting local health departments and their activities by promoting national policy, developing resources and programs, seeking health equity, and supporting effective local public health practice and systems. See <http://naccho.org/> as may be revised or updated from time to time.
45. **Notification of Drill or Exercise (NODE):** A summary of a proposed drill or exercise which allows DPH an opportunity to comment on the exercise and adjust objectives to fit more closely with required contract deliverables; also allows DPH to suggest that the Contractor collaborate with other organizations that have similar plans or exercise timelines to improve regional planning and cooperation.
46. **Occupation Safety and Health Administration (OSHA):** A federal organization (part of the Department of Labor) that ensures safe and healthy working conditions for Americans by enforcing standards and providing workplace safety training.
47. **Performance Measures:** Quantifiable measure developed by the CDC to indicate the ability of state and local health departments in performing the public health preparedness capabilities.
48. **Pick List:**

- a. A list of inventory by lot number which is allocated for shipment or pick up from the MDA's SNS receiving site.
 - b. Also known as a CRI drill designed to test the time to complete a pick list.
49. **Point of Dispensing (POD):** Location from which vaccines and/or prophylactic medications are distributed; established according to MDA.
- a. **Closed POD:** serves a defined population sector; not open to the public.
 - b. **Backup POD:** activated if the primary POD is not available.
50. **Project Public Health Ready (PPHR):** A competency-based performance assessment and recognition program developed by the **National Association of County and City Health Officials (NACCHO)** which utilizes a standardized set of criteria to measure public health capabilities in responding to emergencies.
- a. To become designated and recognized as "Public Health Ready," a **Regional PPHR Application** must be submitted to and approved by NACCHO;
 - b. The **Regional PPHR Application** documents the public health jurisdiction's ability to respond to emergencies based on the PPHR criteria.
 - c. See <http://www.naccho.org/topics/emergency/pphr/index.cfm> for PPHR criteria, etc., as may be revised or update from time to time.
 - d. The Department's (DPH's) goal is to have each of the five (5) DEMHS Regions in Connecticut designated by NACCHO as "Project Public Health Ready" by the year 2012.
51. **Prophylactic Medications:** Medications that prevent or protect against disease. Prophylax is the activity of administering Phrophylactic Medications.
52. **Public Health Preparedness Capabilities:** National standards for assessing the ability of state and local public health departments in responding to public health emergencies. CDC identified 15 public health preparedness capabilities as the basis for state and local public health preparedness. To identify the public health aspects for each capability, CDC used the names and definitions form the U.S. Department of Homeland Security (DHS) Target Capabilities List, content from the Pandemic and All-Hazards Preparedness Act (PAHPA), and capabilities from the National Health Security Strategy (NHSS) as a baseline. Definitions, functions, tasks, and resource elements associated with the capabilities are documented in the CDC's publication, *Public Health Preparedness Capabilities National Standards for State and Local Planning*.
53. **Public Health Preparedness (PHP):** The Public Health Preparedness Program of the Connecticut Department of Public Health. See http://www.ct.gov/dph/taxonomy/ct_taxonomy.asp?DLN=46945&dphNav=|46945| as may be revised or updated from time to time.
54. **Public Health Preparedness Management Team:** A team composed of DPH staff and Connecticut Association of Directors of Health staff and board members, which includes Directors of Health from LHDs. This team is to develop policy and make decisions regarding PHP grant activities.
55. **Receiving, Staging, and Storage (RSS):** Operations involving materiel management activities that take place at the RSS warehouse (i.e. receiving, storing, staging, inventory management and distribution) necessary to provide emergency Strategic National Stockpile (SNS) supplies to hospitals and local public health agencies statewide.

56. **Regional Emergency Planning Team (REPT):** A Group comprised of local officials in a DEMHS Region that submits budget and planning documents to the Department of Emergency Management and Homeland Security on behalf of the DEMHS Region.
57. **Regional Public Health Preparedness Advisor (RPHPA):** Each DEMHS Region in Connecticut is represented by a Regional Public Health Preparedness Advisor for that Region. Under this Contract the RPHPA shall assist LHDs in completing exercises and performance assessment tools to improve regional public health response to emergencies;
58. **Resource Allocation:** A CRI drill designed to test the ability of MDA staff to effectively allocate distribution resources.
59. **Resource Elements:** Each function within the public health preparedness capabilities includes a list of priority and recommended resource elements, divided into three categories: Planning, Skills and Training, and Equipment and Technology. These are the resources that CDC and subject matter experts have determined are the most critical for being able to build and maintain the associated capabilities.
60. **Site Activation Plan:** A plan used at the MDA level which outlines the procedures implemented for activating the MDA's POD(s).
61. **Site Call Down:** A CRI drill designed to test the ability of a MDA to activate a POD and the personnel responsible for making the site available for mass dispensing and/or receipt of SNS medical materiel.
62. **Staff/Volunteer Call Down:** A CRI drill designed to test the act of notifying staff/volunteers via email, phone, fax, HAN, or automated call-down system, for the purposes of measuring acknowledgement response rate; also, this is one of the DSNS drills requiring completion of a CDC Metric Sheet.
63. **Strategic National Stockpile (SNS):** Pharmaceutical and medical supplies managed by the federal Centers for Disease Control and Prevention (CDC) to augment State and local supplies of critical medical items that may be needed after a public health emergency, terrorist attack, major natural disaster or industrial accident. See <http://www.bt.cdc.gov/stockpile/> as may be revised or updated from time to time.
64. **Throughput:** A CRI drill designed to track the number of persons per hour going through a POD.
65. **Throughput modeling:** A computer program simulation of Throughput.
66. **TRAINConnecticut (TrainingFinder Real-time Affiliate Integrated Network):** An Internet-based system, hosted by the Public Health Foundation through a separate contract with DPH, that provides public health professionals free access to information about training programs posted on the system by course providers authorized by PHF or a TRAIN affiliate. Health professionals use TRAIN to register for courses through the system as training providers permit. The system retains all user-entered information about individual learners and automatically tracks transactional information including a list of courses completed by the learner and competencies addressed by such courses. For the purposes of this Contract, TRAINConnecticut is used by DPH to post and track trainings, drills and exercises. See <https://www.train.org/DesktopShell.aspx> as may be updated or revised from time to time.
67. **Vulnerable Populations:** A range of residents who may not be able to comfortably or safely access and use the standard resources offered during a disaster, or relief and recovery efforts. Such residents may include but not be limited to people with sensory impairments (blind, deaf, hearing impaired), cognitive disorders, mobility limitations,

limited English language comprehension, or non-English speaking. Vulnerable populations may require specific emergency response planning to address each such vulnerable population's specific situations and needs.

68. **Web EOC:** WebEOC is a web-based, secure information system developed for public safety, emergency management officials and emergency operations centers (EOCs) that provides a single access point to collect and disseminate emergency or event-related information and also provides authorized users real-time information in a user-friendly format to aid them to make decisions.

C. **Contractor Responsibilities and Deliverables:** The Contractor shall use Public Health Emergency Preparedness funding provided under this Contract to provide the following **public health preparedness** services for the period July 1, 2015 through June 30, 2017:

All-Hazards Preparedness		
Activity	Deliverable	Due date
a. The Contractor shall complete annual deliverables as specified in the Work Plan and CRI as required.	Participate in work plan activities throughout the Contract period and submit deliverables to <u>DPH.PHEP@CT.GOV</u> or as specified in the work plan.	By June 30, 2016
b. The Contractor shall maintain a public health emergency response plan that addresses the needs of the jurisdictions(s) served by the health department/district.	Make the plan available to Department staff for review.	As requested
c. The Contractor shall demonstrate the use of the local Health Alert Network by: <ol style="list-style-type: none"> 1. Conducting quarterly call downs as required by the Cities Readiness Initiative, and 2. Completing a HAN progress report on the use of the HAN systems currently in place at the health department/district. 	Complete and submit to the Department: <ol style="list-style-type: none"> 1. Documentation of call downs conducted. 2. A HAN Progress Report developed by the Department. 	By June 30, 2016
d. The Contractor shall provide Contact information for a (3) tier call down for inclusion in the Department of Public Health's Everbridge system.	Complete contact information and submit on a form developed by the Department.	

All-Hazards Preparedness		
Activity	Deliverable	Due date
<p>e. The Contractor shall continue to support the recruitment and retention of volunteers for the Connecticut <i>Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)</i> to include participation in Regional MRCs.</p>	<p>Submit to the Department of Public Health a one paragraph status report on volunteer recruitment and retention at the local and regional MRCs email DPH.PHEP@CT.GOV</p>	<p>By June 30, 2016</p>
<p>f. The Contractor shall report, to the Department, newly established or discontinued Points of Dispensing (PODs), including associated data.</p> <ol style="list-style-type: none"> 1. Facility name, address, town, postal zip code, and status i.e., new/discontinued; 2. POD facility contact information for use during POD operations; 3. Two 24/7 voice telephone numbers and one FAX number for use during POD operations; 4. Identify MDS site Security Checklist for each additional POD identified; 5. A completed MDS Receiving Site Survey Tool for each back-up and primary MDA Receiving Sites in the region, and; 6. Changes in name and/or contact information for MDA staff authorized to sign for DPH deliveries. 	<p>Submit to the Department:</p> <ol style="list-style-type: none"> 1. A written list of additional and/or discontinued PODs. 2. A completed MDS Security Checklist for each newly established POD. 3. A completed MDA Receiving Site Survey Tool for MDA. 4. A completed Security Plan or written letter of certification for each POD. 	<p>As conducted but not later than June 30, 2016</p>
<p>g. The Contractor shall comply with OSHA regulations and amendments as applicable.</p>	<p>The contractor shall submit verification of compliance with OSHA Affirmation to the Department.</p>	<p>By June 30, 2016</p>

All-Hazards Preparedness		
Activity	Deliverable	Due date
<p>h. The Contractor shall continue to support the recruitment and retention of volunteers for the Connecticut <i>Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)</i> to include participation in Regional MRCs.</p>	<p>Submit to the Department of Public Health a one paragraph status report on volunteer recruitment and retention at the local and regional MRCs email <u>DPH.PHEP@CT.GOV</u></p>	<p>By June 30, 2016</p>

D. Department Responsibilities: The Department of Public Health shall provide to the Contractor:

1. Technical assistance related to questions about the Contract and the Annual Work Plan;
2. A PHP Annual Work Plan, developed by the Department of Public Health with guidance from CDC regarding PHEP requirements. The PHP Annual Work Plan shall be used to guide preparedness activities, including Cities Readiness Initiative, the 15 public health preparedness capabilities and drills and exercises;
3. A HAN Progress Report form
4. An Everbridge 3 tier contract information form;
5. CRI drill and exercise Metric Sheets;
6. Notification of Drill or Exercise and After Action Report forms to document participation in Drills and Exercises;
7. Guidance and tools for conducting Medical Countermeasure Operational Readiness Review ((MCM ORR) of Mass Dispensing Area Plans;
8. Training, technical assistance, and information on revisions to the Mass Dispensing Toolkit;
9. Oversight of and on-going development/modification of the TRAINConnecticut learning management system;
10. OSHA Affirmation form to document compliance.
11. Training, technical assistance, and information on system upgrades and new features of the TRAINConnecticut Learning Management System for both learners and course providers;
12. Oversight of and on-going development/maintenance of Connecticut's Health Alert Network;
13. Training, technical assistance, and notification of system upgrades and new features of Connecticut's Health Alert Network, WebEOC, and Maven;
14. Oversight of and on-going development and maintenance of the ESAR-VHP;
15. Training, technical assistance, and notification of system upgrades and new features of Connecticut's Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP)

E. Contractor Reporting/Deliverable Requirements:

1. The Contractor shall submit deliverables as outlined and scheduled in **Section C.** to the Regional Public Health Preparedness Advisor and/or the Department as specified.
2. In accordance with the following schedule(s) the Contractor shall submit:
 - a. Electronic **Programmatic Reports** to the Department's Program Administrator via e-mail to dph.phep@ct.gov in the format(s) provided by the department.
 - b. Electronic **Financial Expenditure Reports** to the Department's Contract Administrator via e-mail to DPH-CGMS-FinReports@ct.gov in the format(s) provided by the department.

FUNDING PERIOD ONE: July 1, 2015 to June 30, 2016

Reporting Period	Report Period Dates	Due Date
1	July 1, 2015 to December 31, 2015	February 15, 2016
2	January 1, 2016 to June 30, 2016	September 1, 2016

FUNDING PERIOD TWO: July 1, 2016 to June 30, 2017

Reporting Period	Report Period Dates	Due Date
1	July 1, 2016 to December 31, 2016	February 15, 2017
2	January 1, 2017 to June 30, 2017	September 1, 2017

3. The Contractor certifies, by submission of any financial report, that the financial report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.
4. The Contractor's last programmatic and financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than sixty (60) days after the completion of all scheduled work or the end of the Contract Funding Period.
 - a. The financial Final Report submission for the Contract Funding Period shall include reports of any subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
 - b. The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

F. Budget and Funding:

1. The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in this Contract
2. The Contractor agrees that any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department.

3. Future Funding Period Budgets, if not included in the Contract, 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.

G. Payments and Payment Schedule; Reimbursement; Under-expenditures; Surplus or Excess Payments; Refunds:

1. Maximum Payment:

- a. The total maximum payment for Funding Period One shall not exceed \$26,596.
- b. The total maximum payment for Funding Period Two shall not exceed \$26,596.
- c. The total aggregate amount of payment made under this Contract shall not exceed \$53,192.

2. **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.

FUNDING PERIOD ONE: July 1, 2015 to June 30, 2016			
Payment #	Amount	Conditions	Not Before
1	\$12,798	To be made upon execution of this Contract	25 days from Contract execution
2	\$12,798	To be made upon receipt and approval of the reports due for the first Reporting Period of the Current Funding Period and the Final Expenditure Report and final refund due from the previous Contract.for the same services.	March 1, 2016

FUNDING PERIOD TWO: July 1, 2016 to June 30, 2017			
Payment #	Amount	Conditions	Not Before
3	\$12,798	To be made at start of Funding Period Two of the Contract and receipt and approval of all required program deliverables from the Contract's prior Funding Period.	July 1, 2016
4	\$12,798	To be made upon receipt and approval of the reports due for the first Reporting Period of the Current Funding Period and the Final Expenditure Report and final refund due from the Contract's prior Funding Period.	March 1, 2017

3. 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.
4. **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.
5. **Under-expenditures:** When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after providing written notice to the Contractor.
6. **Payment Reduction:** The Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:
 - a. has not submitted or completed required deliverables, or
 - b. has not submitted required reports or audits, or
 - c. has submitted reports that have not received Department approval, or
 - d. has submitted reports that do not support the need for full payment.The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.
7. **Surplus or Excess Payments; Refund:** The Contractor shall:
 - a. upon demand by the Department at the end of each Funding Period of the Contract, remit in full to the Department any:
 - i. funds paid in excess of allowable budgeted costs and/or
 - ii. unexpended funds.
 - iii. 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.
 - b. 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.
- H. **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.
- I. **Sovereign Immunity:** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State or any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have, or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

- J. **Contract Reduction:** The Department reserves the right to reduce the contracted amount of compensation at any time in the event that: (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or (2) federal funding reductions result in reallocation of funds within the Department.
- The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the Contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.
- K. **Americans with Disabilities Act of 1990:** This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability that may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act.
- Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- L. **Contract Revisions and Amendments:**
1. The Contractor shall submit to the Department in writing any proposed revision to the Contract and the Department shall notify the Contractor of receipt of the proposed revision.
 2. Contract amendments must be in writing and shall not be effective until executed by both parties to the Contract, and, where applicable, approved by the Attorney General.
 3. No amendments may be made to a lapsed contract.
- M. **Effective Date:** This Contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this Contract shall be deemed effective for the entire term specified above. This Contract may be amended pursuant to the Contracts Revisions and Amendments provision herein.
- N. **Cancellation and Recoupment:** This Agreement shall remain in full force and effect for the entire term of the Contract period, unless either party provides written notice thirty (30) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the Contract during the term of the Contract.
1. In the event the health or welfare of the service recipients is endangered, the Department may cancel the Contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the Commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall

be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final.

2. The Department reserves the right to cancel the Contract without prior notice when the funding for the Contract is no longer available.
3. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this Contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this Contract or any other contract between the state and the Contractor.

O. **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.

P. **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.

Q. **Indemnification:**

1. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

2. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
3. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
4. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
5. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
6. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

R. **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.

S. **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.

T. **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 §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts.

U. **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.

V. **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.

- W. **Expenditures/Budget:** The Contractor agrees to expend funds in accordance with the included budget and any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department.
- X. **Surplus or Excess Payments:** The Contractor shall, at the end of the Contract period, remit to the Department in full any advanced funds in excess of the allowable costs. The Contractor shall be liable for any Department program or financial audit exceptions and shall return to the Department those payments which have been disallowed upon completion of the audit by the Department or as provided by the terms and conditions of this Contract.
- Y. **Delinquent Reports:** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
- Z. **Unspent Funds:** The Contractor shall refund any unexpended funds from each year of the Contract and shall not carry such funds forward into subsequent years.
- AA. **Audit Requirements:** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
- BB. **Conflict of Interest:** At the Department's election, it may require the Contractor to submit a copy of its most recent IRS Form 990 submitted to the Internal Revenue Service or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.
- CC. **Default by the Contractor:**
 - 1. If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this Contract the Department may:
 - a. withhold payments until the default is resolved to the satisfaction of the Department;
 - b. temporarily or permanently discontinue services under the Contract;
 - c. assign appropriate state personnel to execute the Contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - d. require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - e. terminate this Contract;
 - f. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this Contract or both; and
 - g. any combination of the above actions.

2. In addition to the rights and remedies granted to the Department by this Contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this Contract.
 3. Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered or has not met requirements as specified in this Agreement, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this Contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the Commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the Commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.
 4. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.
- DD. **Non-enforcement not to constitute waiver:** The failure of either party to insist upon strict performance of any terms or conditions of this Agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.
- EE. **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.
- FF. **Inspection of Work Performed:** The Department or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor, or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to the Department representatives. All inspections and

evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.

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

GG. This Agreement includes Federal Financial Assistance that is subject to the Federal Office of Management and Budgets Cost Principles (OMB A21, A87 or A122 as applicable).

HH. **Confidential Information:**

1. **Definitions:**

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

2. **Protection of Confidential Information:**

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- b. Each Contractor or Contractor Party shall implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 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 HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

II. 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.

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

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

LL. **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.

MM. **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 103, 19a-216, 46b-120 related to children; C.G.S. 46a-11b relative to persons with mental retardation and C.G.S. 17b-407 relative to elderly persons.

NN. **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.

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

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

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

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
2. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the

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

- n. **“Security Rule”** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- o. **“Unsecured protected health information”** shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

7. **Obligations and Activities of Business Associates:**

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

in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulation promulgated thereunder.

- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with clause (7)(j) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulation promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. §164.528 and section 134056 of the HITECH Act (42 U.S.C. §17935) and any regulation promulgated thereunder.
- 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 (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; (c) provide a copy of the individual's PHI in an electronic health record; or (d) amend PHI in the individual's designated record set, the Business Associate agrees to notify the covered entity, in writing, within five business days of the request.
- o. Business Associate agrees that it shall not, and shall ensure that its subcontractor do not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- p. Obligations in the Event of a Breach.
 - i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or

the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

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

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

to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- c. **Survival:** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- d. **Effect on Contract:** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- e. **Construction:** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- f. **Disclaimer:** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- g. **Indemnification:** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, under this section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

QQ. **Campaign Contribution Restrictions:** On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

RR. **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.

SS. **Approved Budget:**

The rest of this page is left blank intentionally

Effective Date: **9/1/2015**

CONTRACT NUMBER: **2016-1154**

CONTRACT PERIOD: **07/01/2015 through 06/30/2017**

ST FISCAL YR (SFY): **2016**

PROVIDER: **Trumbull Health Department**

Approved by: **NwankwoA**

4000 INCOME		Total Income
Program Funding Period:		
<u>4100 CONTRACT FUNDING</u>	<u>SID</u>	\$ <u>26,596</u>
4102 Federal/Other Funds	22333	\$ 26,596
TOTAL INCOME		\$ 26,596
5000 DIRECT EXPENSES		Total Expenses
<u>5100 SALARIES</u>		\$ <u>4,281</u>
5101 Staff Salaries & Wages		\$ 4,281
<u>5200 FRINGE BENEFITS</u>		\$ <u>428</u>
<u>5300 CONTRACTUAL SERVICES</u>		\$ <u>13,900</u>
5303 Contracted Workers - Non-Payroll		\$ 13,900
<u>5400 TRANSPORTATION</u>		\$ <u>500</u>
5401 Staff Travel Reimbursement		\$ 500
<u>5500 MATERIALS AND SUPPLIES</u>		\$ <u>3,707</u>
5502 Lab & Medical Supplies		\$ 2,707
5504 Other Mtrls and Sppls (specify in narrative)		\$ 1,000
<u>5800 OTHER EXPENSES</u>		\$ <u>3,780</u>
5801 Communications		\$ 3,780
TOTAL DIRECT EXPENSES		\$ 26,596
7000 INDIRECT EXPENSES		Total Expenses
TOTAL INDIRECT EXPENSES		\$ -
TOTAL EXPENSES		\$ 26,596
INCOME/EXPENSE SUMMARY		Total
TOTAL INCOME		\$ 26,596
TOTAL EXPENSES		\$ 26,596
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>

Effective Date: 9/1/2015

CONTRACT NUMBER: 2016-1154

CONTRACT PERIOD: 07/01/2015 through 06/30/2017

ST FISCAL YR (SFY): 2016

PROVIDER: Trumbull Health Department

Approved by: NwankwoA

4000 INCOME		SubContractor
Program Funding Period:		<u>07/01/2015</u> through <u>06/30/2016</u>
<u>4100 CONTRACT FUNDING</u>	<u>SID</u>	\$ 13,900
4102 Federal/Other Funds	22333	\$ 13,900
<u>TOTAL INCOME</u>		\$ 13,900
5000 DIRECT EXPENSES		SubContractor
<u>5100 SALARIES</u>		\$ -
5101 Staff Salaries & Wages		\$ -
<u>5200 FRINGE BENEFITS</u>		\$ -
<u>5300 CONTRACTUAL SERVICES</u>		\$ 13,900
5303 Contracted Workers - Non-Payroll		\$ 13,900
<u>5400 TRANSPORTATION</u>		\$ -
5401 Staff Travel Reimbursement		
<u>5500 MATERIALS AND SUPPLIES</u>		\$ -
5502 Lab & Medical Supplies		
5504 Other Mtrls and Sppls (specify in narrative)		
<u>5800 OTHER EXPENSES</u>		\$ -
5801 Communications		
<u>TOTAL DIRECT EXPENSES</u>		\$ 13,900
7000 INDIRECT EXPENSES		SubContractor
<u>TOTAL INDIRECT EXPENSES</u>		\$ -
<u>TOTAL EXPENSES</u>		\$ 13,900
INCOME/EXPENSE SUMMARY		SubContractor
TOTAL INCOME		\$ 13,900
TOTAL EXPENSES		\$ 13,900
<u>EXCESS/(SHORTAGE)</u>		\$ -

Effective Date: 9/1/2015

CONTRACT NUMBER: 2016-1154

CONTRACT PERIOD: 07/01/2015 through 06/30/2017

ST FISCAL YR (SFY): 2016

PROVIDER: Trumbull Health Department

Approved by: NwankwoA

4000 INCOME		PHP
Program Funding Period:		<u>07/01/2015</u> through <u>06/30/2016</u>
<u>4100 CONTRACT FUNDING</u>	<u>SID</u>	\$ 12,696
4102 Federal/Other Funds	22333	\$ 12,696
<u>TOTAL INCOME</u>		<u>\$ 12,696</u>
5000 DIRECT EXPENSES		PHP
<u>5100 SALARIES</u>		\$ 4,281
5101 Staff Salaries & Wages		\$ 4,281
<u>5200 FRINGE BENEFITS</u>		\$ 428
<u>5300 CONTRACTUAL SERVICES</u>		\$ -
5303 Contracted Workers - Non-Payroll		
<u>5400 TRANSPORTATION</u>		\$ 500
5401 Staff Travel Reimbursement		\$ 500
<u>5500 MATERIALS AND SUPPLIES</u>		\$ 3,707
5502 Lab & Medical Supplies		\$ 2,707
5504 Other Mtrls and Sppls (specify in narrative)		\$ 1,000
<u>5800 OTHER EXPENSES</u>		\$ 3,780
5801 Communications		\$ 3,780
<u>TOTAL DIRECT EXPENSES</u>		<u>\$ 12,696</u>
7000 INDIRECT EXPENSES		PHP
<u>TOTAL INDIRECT EXPENSES</u>		<u>\$ -</u>
<u>TOTAL EXPENSES</u>		<u>\$ 12,696</u>
INCOME/EXPENSE SUMMARY		PHP
TOTAL INCOME		\$ 12,696
TOTAL EXPENSES		\$ 12,696
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**VENDOR INVOICE FOR GOODS OR SERVICES
 RENDERED TO THE STATE OF CONNECTICUT**

CO-17 Rev 7/03

VENDOR: Please complete this form and send it to the

DEPARTMENT BILLING ADDRESS SHOWN ON PURCHASE ORDER

STATE OF CONNECTICUT
 OFFICE OF THE STATE COMPTROLLER
 ACCOUNTS PAYABLE DIVISION

(1) Business Unit Name	(2) Business Unit Number	(3) Invoice Number	(4) Invoice Amount \$
(5) Document Date	(6) Invoice Date	(7) Accounting Date	(8) Rpt. Type T
			(9) . VENDOR FEIN/SSN - SUFFIX 000-00-0144

VENDOR/PAYEE: FIELDS 9, 10 14 and 18 ARE MANDATORY FOR PAYMENT

(10) Payee: Town of Trumbull Address: 335 White Plains Road Address: City: Trumbull State: CT 06611	(11) Voucher Number
	(12) Voucher Date: Prepared by:

(13) VENDOR BILLING COMMENTS: Log #2016-1154 CORE-CT # : 15DPH1154MM

(14) Give a full description of goods or services	(15) Quantity	(16) Units	(17) Unit Price	(18) Amount
Contract Log #2016-1154 Services in connection with: Public Health Emergency Preparedness In accordance with contract date: 07/01/2015 through 06/30/2017. Per Contract Terms... I certify that the above is a valid claim and has not been paid by the State of Connecticut. XX _____ (Contractor) Signature of Authorized Person _____ (Print or Type Name & Title)				\$

BUSINESS UNIT USE ONLY

(19) Amount	(23) FUND	(24) Department	(25) SID	(26) Program	(27) Account	(28) Project	(29) Budget Ref	(30) CFDA #
	12060	DPH48557	22333	29101	55050	DPH22333PHP	2016	93.069

(31) DEPARTMENT NAME AND ADDRESS: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH 410 CAPITOL AVENUE, MS# 13 GCT PO BOX 340308 HARTFORD, CT. 06134-0308	(32) PO NO.	(35) COMMODITIES RECEIVED or SERVICES RENDERED- Signature _____ (DPH AUTHORIZED SIGNATURE)
	(34) PO BUS UNIT	(36) Receiving Report No. (37) Date of Receipt

SHIPPING INFORMATION

(38) Date shipped	(39) From City/State	(40) Via Carrier	(41) F.O.B.
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<p>Contract Log #2016-1154 Services in connection with: Public Health Emergency Preparedness</p> <p>In accordance with contract date: 07/01/2015 through 06/30/2017.</p> <p>Per Contract Terms...</p> <p>I certify that the above is a valid claim and has not been paid by the State of Connecticut.</p> <p>XX _____ (Contractor) Signature of Authorized Person</p> <p>_____ (Print or Type Name & Title)</p>				\$

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Instructions For Signing Certification Of Authorized Signature Page

1. The name and title of the Certifying Official or Corporation Secretary *must* be entered. This cannot be the person who signed the contract.
2. Corporation name/contractor, no abbreviations unless it is legally abbreviated in the charter. Exception: Corp. is a legal abbreviation.
3. Enter state of incorporation.
4. Enter the date, month, year, and location where the **resolution** was passed. The **resolution** date must be **on or before** the date the contract was signed. The meeting at which such resolution was passed need not be a special meeting convened for this Contract; if permitted by the contractor's organizational documents (charter, bylaws, etc.), the meeting can be an annual meeting. A new resolution is required whenever any authorized signatory is added or removed.
5. Enter the legal name and title of the primary signatory.
6. Enter the name of the secondary person who would be empowered to sign in the absence of the primary signatory (if any secondary person is authorized by the Board).
7. Enter the Secretary or Certifying Official's signature. Enter the **date** the **certification** was signed. The **certification date** must be **on or after** the date the contract was signed.
8. Affix the Corporate body seal. If the corporation does not have an official seal, type the abbreviation [L.S.].

IMPORTANT:

9. Name of Certifying Official must be typed **exactly** the same at the beginning of Document as at the end of the Document. Signature must match typed name **exactly**.
10. Name of person signing contract must be typed **exactly** the same in both the Corporate Certification and the Acceptances and Approvals pages. Signature must match typed name **exactly** on Acceptances and Approvals page. (e.g. If name is typed with middle initial it must be signed with middle initial)
11. **Contract will not be executed if any documents are incorrectly completed.**

Any type of correction fluid or tape is not acceptable!
If you need extra forms, DPH will supply additional blank forms on request.

**CERTIFICATION OF AUTHORIZED SIGNATURE
INCORPORATED MUNICIPALITY**

I, _____
(Name and Title of Certifying Official)

of _____ **Town of Trumbull** _____ a corporation
(Name of Corporation)

organized and existing under the laws of the State of _____ Connecticut _____ hereby certify

that the following is a true copy of a resolution adopted at a meeting of the

(Name of Governing Body)

of said Corporation, duly held on the _____ day of _____

“RESOLVED that _____
(Name and title of authorized person)

is authorized to make, execute and approve on behalf of this Corporation, any and all contracts or amendments thereof with the State of Connecticut Department of Public Health,

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate seal of
said _____

(Name of Corporation)

this _____ day of _____,

(Signature of Certifying Official)

[SEAL]

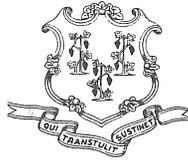
(Typed or Printed Name)

(Title)

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H, M.P.A.
Commissioner



Dannel Malloy
Governor

AFFIRMATIVE ACTION CONTRACT COMPLIANCE POLICY STATEMENT

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

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

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

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

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

Handwritten signature of Jewel Mullen in black ink.

Jewel Mullen, MD, MPH, MPA Commissioner, DPH

Handwritten date "7/30/2014" in black ink.

Date

**CONNECTICUT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS**

Sec. 46a-68j-23. Obligation of Contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

- 1) Comply fully with all federal and state antidiscrimination laws, and shall not discriminate or permit a discriminatory practice to be committed;
- 2) Cooperate fully with the Commission;
- 3) Submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such time as may be prescribed by the Commission;
- 4) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;
- 5) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
- 6) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- 7) Not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the Commission;
- 8) Make available for inspection and copying any support data requested by the commission and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice, complaint, or any matter related to contract compliance review;
- 9) Include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the Commission with such information on the structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes as amended by Sec. 2 of Public Act 89-253 has been met and
- 10) Undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority enterprises as state contractors and subcontractors.

Sec. 46a-68j-24 Utilization of Minority Business Enterprises

- (a) Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

CODE OF ETHICS
BUSINESS COMPLIANCE NOTIFICATION

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

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

**MINORITY BUSINESS ENTERPRISES
UTILIZATION FORM**

Name and Address of Awarding Agency:
Department of Public Health
410 Capitol Ave.
PO Box 340308
Hartford, CT 06134-0308

Name and Address of Contractor:
Town of Trumbull
335 White Plains Road
Trumbull
CT 06611

Contract Award No. **#2016-1154**
Date Awarded _____

Date Bid Opened _____

NOTICE TO CONTRACTORS: Under Section 46a-68j-23 (5) of the Contract Compliance Regulations, contractors are required to make GOOD FAITH EFFORTS to employ Minority Business Enterprises (MBEs) as subcontractors and suppliers of materials on all projects subject to contract compliance requirements. The contract which is referenced above is subject to contract compliance requirements.

INSTRUCTIONS: List the names and addresses of all MBEs you have selected as subcontractors and suppliers of materials for this project. If the MBEs selected as subcontractors and suppliers of materials meet the criteria for MBEs set out in 4a-60 of the Connecticut General Statutes, contractors MUST complete the attached affidavit. If such businesses are not currently registered with the Department of Economic Development and if the Contractor wishes the Commission on Human Rights and Opportunities (CHRO) to consider favorably the selection of an unregistered MBE in the evaluation of the Contractor's good faith efforts, Contractor MUST complete the attached affidavit. In either case, the affidavit must be filled out in triplicate, with the original sent to the CHRO, Contract Compliance Unit, 21 Grand Street, Hartford, Connecticut 06106; one copy sent to the Awarding Agency; one copy retained by Contractor. IF the Contractor does not wish the CHRO to consider selection of an unregistered MBE in its evaluation of the Contractor's good faith efforts, no affidavit need be made.

(Attach additional pages if necessary, using same headings)

Name and Address of All MBE Subcontractor(s) or Supplier(s) of Materials:	Check here if MBE(s) qualify under Section 4a-60 of the Conn. Gen. Stats.	Check here if MBE is unregistered but want consideration for good faith efforts

AFFIDAVIT

I, _____, acting on behalf of **Town of Trumbull** of which I as the _____
certify and affirm:

Check if provision applicable:

That the following minority business subcontractors and/or suppliers of materials that **Town of Trumbull** has hired for Contract **#2016-1154** with The Connecticut Department of Public Health meet the criteria for Minority Business Enterprises set out in Section 4a-60 of the Connecticut General Statutes:

(List names of Minority Business Enterprises that qualify under current statutory requirements)

Check if provision applicable:

That the **Town of Trumbull** has hired the following minority business subcontractors or suppliers of materials for Contract **#2016-1154** with The CT Dept. of Public Health that are not registered with the Department of Economic Development, but which should be considered by the Connecticut Commission of Human Rights and Opportunities when evaluating the

_____ good faith efforts: _____
(Contractor)

(List names of unregistered MBEs)

I further certify and affirm that I have read and understand the Contract Compliance Regulations codified at Section 4a-60 and Section 46a-71(d) of the Connecticut General Statutes.

I further certify and affirm that I have read and understand the Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies.

I understand that false statements made herein are punishable by law.

Town of Trumbull

(Name of Corporation or Firm)

(Signature and Title of Official Making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20__.

Notary Public/Commissioner of The Superior Court

My Commission Expires _____

WORKFORCE ANALYSIS

Contractor Name: Town of Trumbull	Total Number of CT employees:
Address: 335 White Plains Road, Trumbull, CT 06611	Full Time: _____ Part Time: _____

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

Job Categories	Overall Totals (sum of all cols. male & female)	White (not of Hispanic Origin)		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian Or Alaskan Native		People with Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials & Managers													
Professionals													
Technicians													
Office & Clerical													
Craft Workers (skilled)													
Operatives (semi-skilled)													
Laborers (unskilled)													
Service Workers													
Totals Above													
Totals 1 year Ago													

FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)

Apprentices													
Trainees													

EMPLOYMENT FIGURES WERE OBTAINED FROM: Visual Check Employment Records Other

1. Have you successfully implemented an Affirmative Action Plan? YES NO
 Date of implementation: _____ If the answer is "No", explain: _____

1. a) Do you promise to develop and implement a successful Affirmative Action? YES NO Not Applicable Explanation: _____

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive: YES NO Not Applicable Explanation: _____

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? YES NO Explanation: _____

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises? YES NO Explanation: _____

Contractor's Authorized Signature

Date

Contractor: **Town of Trumbull**

Contract Period: **July 1, 2015 through June 30, 2017**

Name of DPH Contact Person: **Anthony Nwankwo, Contracts Management Unit**

DPH Contract Log: **#2016-1154**

Certification Regarding Lobbying Activities

The undersigned certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL. "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification(1. and 2. above) be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under federal grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Contractor Authorized Signature

Date

Typed Name and Title

NOTE: THIS CERTIFICATION MUST BE SIGNED AND RETURNED TO THE DPH INDIVIDUAL DESIGNATED BEFORE A CONTRACT INCLUDING FEDERAL FUNDS WILL BE EXECUTED.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action

- a. bid/offer/application
- b. initial award
- c. post award

3. Report Type

- a. initial filing
 - b. material change
- for material change only**
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:

- Prime Subawardee
Tier _____, if known:

Congressional District, if known: _____

6. Federal Department/Agency: _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known: _____

7. Federal Program Name/Description:

CFDA Number, if applicable: _____

8. Federal Action Number, if known _____ :

9. Award Amount, (if Known):

\$ _____

10. a. Name and Address of Lobbying Entity (of individual, last name, first name, MI):

10. b. Individuals Performing Services (including address of different from No.10a) (last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A if necessary)

11. Amount of Payment (check all that apply):

\$ _____ actual planned

13. Type of Payment (check all that apply):

12. Form of Payment (check all that apply):

- a. Cash
- b. in-kind; specify: nature _____
value _____

- a. retainer
- b. one-time fee
- c. commission
- d. deferred
- e. other, specify _____

14. Brief Description of Services Performed or to be Performed or to be performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Federal Use Only

Signature: _____

Print Name: _____

Title: _____

Telephone #: _____ Date: _____

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity

Page ___ of ___

Appendix C to Part ____ - Contract Clause

NEW RESTRICTIONS ON LOBBYING

(a) Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- 1) The awarding of any Federal contract;
- 2) The making of any Federal grant;
- 3) The making of any Federal loan;
- 4) The entering into of any cooperative agreement; and,
- 5) The extension, continuation, renewal, amendment, or modification of any
- 6) Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- 1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- 2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- 3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- 4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment": means, with respect to professional and other "technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b) (2) (i) (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

- 1) Discussing with any agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- 2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

- 1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- 2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
- 3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (b) (2) (I) of this section are allowable under paragraph (b) (2) (I).

(ii) Professional and technical services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contractor or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (b) (2) (ii) (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (b) (2) (ii) of this section are allowable under paragraph (b) (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving the Federal contract.

(B) For purposes of paragraph (b) (2) (iv) (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (b) (2) (iv) of this section are allowable under paragraph (b) (2) (iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in _____, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c) (2) of this section. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(iii) A change in the officer(s), employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (c) (2) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) of this section. That person shall forward all disclosure forms to the agency.

(d) Agreement. In accepting any contract resulting from this solicitation, the person submitted the offer agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person whom makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) Contractors may rely without liability on the representations made by their subcontracts in the certification and disclosure form.

(f) Cost allow-ability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.



**STATE OF CONNECTICUT
 CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
 AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below 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.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Town of Trumbull

Contractor Name

Department of Public Health

Awarding State Agency

State Agency Official or Employee Signature

Date

Janet M. Brancifort, MPH

Printed Name

Deputy Commissioner

Title

Sworn and subscribed before me on this _____ day of _____, **2015**.

**Commissioner of the Superior Court
 or Notary Public**

My Commission Expires

DPH Log #2016-1154

➤ **Applicant Agency**

Legal Name: **Town of Trumbull**

Address: **335 White Plains Road**

Town/City, State, Zip Code: **Trumbull, CT 06611**

Telephone No.: () (-) Fax No.: () (-)

E-Mail Address:

Agency Fiscal Year: ****Payment Notation:**

Small Business Enterprise (SBE) Yes No

Minority Business Enterprise (MBE) Yes No

Women Business Enterprise (WBE) Yes No

Federal Employer ID Number: 000-00-0144 DUNS#: Town Code:

Incorporated Yes No

Type of Agency Public Private Non-Profit

Other Explain:

➤ **In your preceding completed fiscal year, did your business or organization receive:**

- 1) 80 percent or more of annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements? Yes No
- 2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements? Yes No

Please List the Agency Contact Person(s) Responsible for Completion and Submittal of:

➤ **Contract and Legal Documents/Forms:**

Name & Title:

Address:

Town/City, State, Zip Code: E-Mail Address:

Telephone No.: () (-) Fax No.: () (-)

➤ **Program Progress/Activity and Statistical Data Reporting Forms:**

Name & Title:

Address:

Town/City, State, Zip Code: E-Mail Address:

Telephone No.: () (-) Fax No.: () (-)

➤ **Financial Expenditure Reporting Forms:**

Name & Title:

Address:

Town/City, State, Zip Code: E-Mail Address:

Telephone No.: () (-) Fax No.: () (-)