



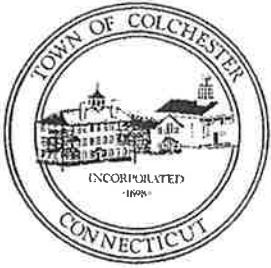
Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting
Thursday, August 1, 2019 @ 7:00 PM
Colchester Town Hall**

RECEIVED
COLCHESTER, CT
2019 JUL 25 PM 1:26

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 - a. Approve Minutes of the July 10, 2019 Board of Selectmen Special Meeting
 - b. Approve Minutes of the July 11, 2019 Board of Selectmen Special Meeting
 - c. Approve Minutes of the July 18, 2019 Board of Selectmen Meeting
 - d. Tax Abatements
5. Boards and Commissions – Interviews and/or Possible Appointments
 - a. Senior Center Building Committee
 1. David Johnson to be interviewed
6. Discussion and Possible Action on Department of Children and Families Youth Service Bureau Grant Program
7. Discussion and Possible Action on Grant Contract with Senior Resources Agency on Aging
8. Discussion and Possible Action on Charter Revision Timeline
9. Citizen's Comments
10. First Selectman's Report
11. Liaison Reports
12. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Special Meeting Minutes
Wednesday, July 10, 2019
Colchester Town Hall @ 6:30pm**

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, and Selectman Denise Turner

MEMBERS ABSENT: none

OTHERS PRESENT: Clerk T Dean

1. Call to Order

A Shilosky called the meeting to order at 6:30 pm. A Shilosky explained the process of interviewing. All applicants will be asked the same set of questions. The Board is looking to appoint a 7 member, 2 alternate Committee. The selection will be made at the Board's regular 8/15 meeting.

2. Citizen's Comments – none

3. Board and Commissions – Interviews

a. Senior Center Building Committee

1. Marilyn Turner – D Mizla recused herself from this interview and left the room. Marilyn was interviewed
2. Kevin Hastings – was interviewed
3. Ron Silberman – was interviewed
4. Joseph Ruiz – was interviewed
5. Marjorie Mlodzinski – was interviewed
6. Alphonse Letendre – was interviewed
7. Geraldine Transue – was interviewed
8. Madelyn Starkey – not present
9. Tricia Heldmann – not present
10. Anthony Tarnowski – not present

b. Senior Center Building Committee & Norton Park Committee

1. Linda Pasternak – The Board asked what her top choice of committee would be, she stated Norton Park. Therefore Linda was interviewed only for Norton Park.

c. Norton Mill Park Committee

1. Julianna Cameron – was interviewed

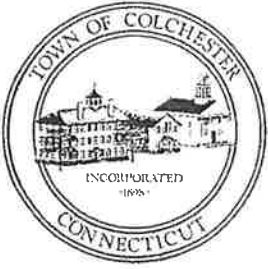
4. Adjourn

S Soby moved to adjourn at 8:01 p.m., seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

2019 JUL 11 11:20 AM
RECEIVED



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Special Meeting Minutes
Thursday, July 11, 2019
Colchester Town Hall @ 6:30pm

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, and Selectman Denise Turner

MEMBERS ABSENT: none

OTHERS PRESENT: Registrar D Mrowka and Clerk T Dean

1. Call to Order

A Shilosky called the meeting to order at 6:30 pm. A Shilosky explained the process of interviewing. All applicants will be asked the same set of questions. The Board is looking to appoint a 5 member, 2 alternate Committee. The selection will be made at the Board's regular 8/15 meeting.

2. Citizen's Comments – none

3. Board and Commissions – Interviews

a. Norton Mill Park Committee

1. Frank Blume – was interviewed
2. Nan Wasniewski – was interviewed
3. Katherine Kosiba – was interviewed
4. Kevin Byrne – was interviewed
5. Andrew Norton – was interviewed

b. Senior Center Building Committee

1. Sean Nadeau – was interviewed

4. Adjourn

S Soby moved to adjourn at 7:20 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

RECEIVED
2019 JUL 12 AM 9:08



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen
Meeting Minutes
Thursday, July 18, 2019 @ 7:00 PM
Colchester Town Hall**

Members Present: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla and Selectman Denise Turner

Others Present: Registrar D. Mrowka, Recreation Director T. Quinn, BOF A. Migliaccio, BOE M. Bylone, Wetlands Office J. Gigliotti, Emergency Mgmt. Director R. Peruta and clerk J. Campbell

1. **Call to Order** - A Shilosky called the meeting to order at 7:01PM
2. **Additions to the Agenda** - None
3. **Boards and Commissions – Interviews and/or Possible Appointments**
 - a. **Senior Center Building Committee**
 1. Madelyn Starkey - interviewed
 2. Anthony Tarnowski - interviewed
 3. David Johnson to be interviewed - Absent
 - b. **Norton Mill Park Committee**
 1. Patrick Reading - interviewed
 2. Robert Misbach - interviewed
4. **Citizen's Comments** - Jeff Koonankeil – 14 Pence Lane stated that he was here to represent Colchester Youth Basketball to address an incident that happen between a member of the board of CYB and CYS.
5. **Consent Agenda**
 - a. Approve Minutes of the June 20, 2019 Board of Selectmen Meeting
 - b. Commission on Aging - Resignation of Linda Grzeika
 - c. Open Space Advisory – Resignation of Linda Grzeika
 - d. Tax Abatements
 - e. Approve Senior Center Yoga Instructor Contract
 - f. Approve Senior Center Strength & Stretch Instructor Contract
 - g. Approve Senior Center Exercise Instructor Contract
 - h. Approve Senior Center Sittercize Instructor ContractR. Coyle moved to approve the consent agenda, seconded by S. Soby. Unanimously approved. MOTION CARRIED
6. **Discussion and Possible Action on Naming the Personnel Search Committee for the new Town Planner** - S. Soby moved to name the Board of Selectmen, A. Shilosky, D. Turner, R. Coyle, D. Mizla and S. Soby, as the personnel search committee for the new Town Planner, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.
7. **Discussion and Possible Action on Colchester Land Trust Reduction of Conservation Commission Application Fees** – J. Gigliotti spoke briefly on the history of the project and why the reduction was being asked for. (see attached) S. Soby moved to reduce the Colchester Land Trust Conservation Commission application fees in the amount of \$954, for the proposed construction of a parking area for the Bulkeley Hill Nature Preserve, seconded by R. Coyle. Unanimously approved. MOTION CARRIED

8. **Discussion and Possible Action on Emergency Operations Plan** - R. Peruta stated that a Local EOP is required by statutes. The town's plan has not been reviewed in so long that we are behind in submission. The review is complete and needs to be signed by the First Selectman. R. Coyle moved to authorize the First Selectmen, A. Shilosky, to sign the Emergency Operations Plan for the Town of Colchester, seconded by D. Mizla. Unanimously approved. MOTION CARRIED
- R. Coyle asked what the Town was doing in advance of this weekend's extreme temperatures. R. Peruta stated that during business hours the Town Hall and Library is available. S. Soby stated that this shows the need to have a discussion and put a plan in place for times like these or others where we are not dependent on business hours.
9. **Discussion and Possible Action on Northeastern Connecticut Council of Governments (NECCOG) Regional Animal Services Program Contract** - A. Shilosky stated that NECCOG, who is our current Animal Control, is about to lose their rental facility in Dayville. A contract has been put together for review. R. Coyle asked if the rental amount covers the cost of operation on the building, answer is yes. R. Coyle also asked for clarity on Article I #4 and #6. The word "improvements" is used in both items. D. Turner stated that Colchester is spelled wrong in many places in the document. R. Coyle moved to approve the contract with the amendments as stated, seconded by D. Mizla. Unanimously approved. MOTION CARRIED
10. **Citizen's Comments** - M. Bylone 165 Shadbush Drive- strongly suggested that the Emergency Plan which is on flash drive and backed up on a server, also be printed out because those services may not be available come time to use them. She is really excited with the progress of the Senior Center. She also would like the Town to be cautious on relying on the state for funding.
11. **First Selectman's Report** - Paper Mill project received a matching grant, however the lowest bidder came in over budget. The bridge will be redesigned and will go out for rebid in the spring time. The fire department has a pumper that needs \$47,000 in repairs. This will come out of this year's budget and will add about 8-10 years of life to the pumper.
12. **Liaison Reports** - R. Coyle reported on WJJMS - Committee approved \$325,000 invoices, they continue to talk about things that need to be finished. The original budget was \$47 million set by the referendum. \$39.8 has been expended to date. We are \$4.5 under the face of the budget and about \$2 under on the Town Side. They hope to be finished by October.

Commission on Aging - New Officers have been elected. Historic Commission would like to continue to work with the Senior Center to arrange tours of land marks within town. Jane Moreno the long time nutritionist is retiring and the Program Coordinator has been hired. (see attached for details)

R. Coyle and S. Soby reported on Chatham Health-had a public hearing regarding the new regulations for salons. Setting up appointments with area salons, barber shop, etc. to educate on the new regulations. Director has worked with area owners to help to formulate these new regulations. The director is really about educating people first and still holding them responsible while providing safety to patrons. A new position "Environmental Technician" was approved to help replace a hard to fill sanitarian position.

S. Soby reported on Planning & Zoning-Public hearing on a 37 lot Subdivision off Windham Ave. The Public hearing was closed last night and the commission will need to have a conclusion. Regulations have been updated for set-backs. The time the subdivision was built will continue with the regulations at that time.

13. **Adjourn** - S. Soby moved to adjourn the meeting at 8:02pm, seconded by R. Coyle. Unanimously approved. MOTION CARRIED

Respectfully Submitted,

Joanie Campbell, Clerk

Attachments:

Senior Center Contracts
Land Trust Reduction Memo
Draft Lease Agreement
COA Meeting Notes



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 28 MAY 2019

BOARDS & COMMISSIONS APPLICATION

Name: DAVID A. JOHNSON

Address: 18 VILLAGE CT. Colchester, CT. 06415

Home Phone: 860-537-1330 Email: clavid.johnson.us@gmail.com FAX: NONE

Cell Phone: 860-922-5240 Town Residency 7 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: SENIOR CENTER BUILDING COMMITTEE

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: DANVILLE H.S.; DANVILLE, PA; 4 YRS.; COLLEGE PREP.; DIPLOMA

College: PENNSYLVANIA STATE UNIVERSITY; STATE COLLEGE, PA; 2 YRS
MECHANICAL ENGINEERING, ASSOCIATE PROGRAM
DID NOT GRADUATE

Trade, Business
Or Correspondence
School

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

2 YRS; U.S. ARMY; SQUAD LEADER; HONORABLE DISCHARGE
5 YRS; ROYAL TYPEWRITER Co.; PRODUCT DESIGNER; LAID OFF
40 YRS; ALSTOM POWER (FORMERLY ABB) (FORMERLY COMBUSTION
ENGINEERING); WINDSOR, CT; SENIOR DRAFTING DESIGNER
RETIRED

Are you capable of making the commitment of time necessary to serve on this Board or Commission? YES

Why are you interested in serving? I WOULD LIKE TO HELP IN THE
PLANNING FOR A NEW FACILITY FOR WE SENIORS.
I AM ALSO A MEMBER OF THE HONOR GUARD, THE
VFW AND THE AMERICAN LEGION.

Do you have any experience or familiarity with this area? DURING MY EMPLOYMENT
WITH COMBUSTION ENGINEERING, I WORKED IN
MANY DESIGN AND ENGINEERING CAPACITIES
BUILDING POWER GENERATION FACILITIES. AT TIMES
THIS INCLUDED SOME INPUT IN THE ARCHITECTURAL
DESIGN OF THE BUILDINGS.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? NOT SURE.

Date: 28 MAY 2019

Signature: 



Colchester Youth & Social Services

127 Norwich Avenue, Suite 205, Colchester, Connecticut 06415

P: 860-537-7255 F: 860-537-1731 E: youthservices@colchesterct.gov

www.colchesterct.gov



Memo

To: Board of Selectman

From: Valerie Geato 

Date: July 23, 2019

Re: Grant approval

Recommended Motion

Approve the grant application for the Department of Children and Families *Youth Service Bureau Grant Program* in the amount of \$17,732.00 for fiscal year 2019-2020 and authorize the First Selectman to sign all necessary documents.

The application is attached, an unsigned copy has already been submitted due to time constraints and will be replaced with signed copy.



STATE OF CONNECTICUT
DEPARTMENT OF CHILDREN AND FAMILIES

To: Youth Service Bureau Directors

From: Steven Smith, Program Supervisor

Date: July 1, 2019

Subject: **Youth Service Bureau 2019-2021 Grant Application Process**

As you are all aware, passage of the State Fiscal Year 2020 State budget transferred funding and oversight of Connecticut Youth Service Bureaus to the Department of Children and Families. Please allow me to take a moment to introduce myself. I am Steve Smith and will be the Program Supervisor for the Youth Service Bureau program for the Department of Children and Families. I can be reached at Steven.Smith@ct.gov or 860 560-5091 and I am greatly looking forward to the successful partnership that we will begin to develop as well as the work that we will be able to accomplish together over the coming years.

In an effort to be mindful of the funding constraints that each Bureau is under, the Department is committed to finalizing the grant application process and awarding funding for the coming fiscal year(s) as soon as is practically possible. To that end, the Department has made the determination to mirror the historical State Department of Education application process as much as possible to ensure that we are utilizing a process familiar to each Bureau.

With this Notice, please find attached the Grant Application for funding of a Youth Service Bureau for the period of July 1, 2019-June 30, 2021. This application may also be accessed through direct request to me, or can be found on the Department's website: (<https://portal.ct.gov/DCF/Contract-Management/Home>). We acknowledge the short turn-around time on this application, but are hopeful that our decision to leave the application unmodified will enable you to turn the application around quickly, and hope that you understand our timeframes were determined in an effort to ensure timely dispersion of your SFY 2020 funding. Should you need an extension to the deadlines detailed in the application, please forward such requests to me as soon as possible, although please understand that funding cannot be provided until this process is complete.

Also in an effort to not modify the previous application process, and to do everything we can to ensure the disbursement of funds as soon as possible, we will be releasing the Enhancement Funding application separately, within the coming weeks. This application will also be posted on the Department's website.

Again, we look forward to our developing partnership as we continue to work towards positive outcomes and development for the children of the State of Connecticut. If you have any questions, please do not hesitate to contact me.



STATE OF CONNECTICUT
DEPARTMENT OF CHILDREN AND FAMILIES

Application for Funds

YOUTH SERVICE BUREAU GRANT PROGRAM

Application for Funds

July 1, 2019 – June 30, 2021

Purpose: To assist municipalities or private agencies serving youth, which are designated to act as agents for such municipalities, in establishing, maintaining or expanding such Youth Service Bureaus.

Applications Due: July 22, 2019

Published: July 1, 2019



TABLE OF CONTENTS

I.	Purposes and General Information	1
II.	Overview	1
III.	Who May Apply?	2
IV.	Grant Award Period	2
V.	Available Funds and Local Match Requirements	2
VI.	Required Program Evaluation, Data Collection and Professional Learning Activities	2
VII.	Deadline and Use of Application Form	3
VIII.	Affirmative Action Assurances	3
IX.	Additional Obligations of Grantee	4
X.	Due Dates and Ongoing Reporting	4
XI.	Freedom of Information Act	4
XII.	Management Control of Program/Grant Consultation Role of DCF Personnel	4
XIII.	Annie E. Casey Foundation	4
XIV.	Facsimile (Faxed) Copies	4
XV.	Technical Assistance	4
XVI.	Application Requirements and Format	5
XVII.	Directions for Completing Application Form	5
	A. Title Page	5
	B. Youth Service Bureau Profile	6
	C. Administrative Core Unit Strategies and Activities.....	6
	D. Direct Services Unit Strategies and Activities.....	7
	E. Advisory Board Composition Report	9
	F. Impact of Services: Work Plans.....	10
	G. Grant and Local Match Budget.....	11
	H. Budget Narrative	11
	I. Annie E. Casey Foundation	12
	J. Statutory Requirement of Administrative Core Unit Functions	12
XVIII.	Appendices	13
	A. Application.....	14
	B. List of Youth Service Bureaus Eligible for State Grants	27
	C. List of Towns/Youth-Servicing Agencies and CSDE Codes	28
	D. Youth Service Bureau Laws and Regulations	30
	E. Certification that a Current Affirmative Action Packet is on File	34
	F. Youth Service Bureau Sample Strategies and Activities.....	35
	G. Statutory Requirement of Administrative Core Unit Functions	38
	H. Statement of Assurances	39

I. Purpose and General Information

The purpose of the Youth Service Bureau (YSB) Grant Program is to assist municipalities and private youth-serving organizations designated to act as agents for municipalities in establishing, maintaining or expanding such YSBs.

II. Overview

Local communities began to develop YSBs in the 1960's as a response to a growing number of issues affecting youth. The role of the YSBs has been expanded to include both advocacy and coordination of a comprehensive service delivery system for youth. YSBs are organized to provide:

1. Administrative services, including an assessment of youth needs and the coordination of services for youth.
2. Direct services for youth that may include:
 - recreational activities;
 - individual and group counseling;
 - parent training and family therapy;
 - work placement and employment counseling;
 - alternative and special educational opportunities;
 - outreach programs;
 - teen pregnancy services;
 - suspension/expulsion services;
 - diversion from juvenile justice services;
 - preventive programs including youth pregnancy, youth suicide, violence, alcohol and drug use; and
 - programs that develop positive youth involvement.
3. Administrative core unit functions which include:
 - general administration;
 - research;
 - resource development;
 - community involvement; and
 - youth advocacy.

Additionally, each YSB is required to have an advisory board responsible for making recommendations on overall policy and program direction of the YSB.

The number of YSBs participating in the state's grant program has increased from 56 YSBs serving 71 towns in 1979-80 to 102 bureaus serving 145 towns in 2018-19. State funding for the grant program has increased from \$900,000 in 1979-80 to a high of \$3.3 million in 1994-95. The program was funded at \$2,598,486 in 2018-19.

III. Who May Apply?

Connecticut General Statutes (C.G.S.) Section 10-19o, provides in part:

“Only youth service bureaus which (1) were eligible to receive grants pursuant to this section for the fiscal year ending June 30, 2007, (2) applied for a grant by June 30, 2012, with prior approval of the town's contribution pursuant to subsection (b) of this section, (3) applied for a grant during the fiscal year ending June 30, 2015, (4) applied for a grant during the fiscal year ending June 30, 2018, with prior approval of the town's contribution pursuant to subsection (b) of this section, or (5) applied for a grant during the fiscal year ending June 30, 2019, shall be eligible for a grant pursuant to this section.”

There are 108 eligible YSBs. The list of YSBs eligible for state grants is included in Appendix B.

IV. Grant Award Period

The grant award is for the two-year period July 1, 2019, through June 30, 2021. Each grantee must submit an annual budget for approval by the Connecticut State Department of Children and Families (DCF). Funding is contingent on the amount of YSB funds available in each state budget year.

V. Available Funds and Local Match Requirements

The Connecticut General Assembly appropriated \$2,626,772 for the YSB Grant Program for State Fiscal Year 2020. Each YSB is eligible for a minimum grant of \$14,000. YSBs that received a grant in excess of \$15,000 in 1994-95 are eligible for a proportionate share of the remaining appropriation.

Additionally, each municipality must contribute an amount equal to the amount of the state grant, of which *no less* than 50% of the contribution shall be from funds appropriated by the Municipality. The remaining amount may be matched with other funds or in-kind services. Funding for each State Fiscal Year will be awarded only after the state budget is finalized.

VI. Required Program Evaluation, Data Collection and Professional Learning Activities

Grantees must:

1. Participate in the monitoring process, which is a requirement for all new YSB directors. Participants are required to attend all training sessions offered or required by DCF.
2. Participate in quarterly meetings, during which DCF will facilitate a review of the progress on the data reporting system and performance measures, to ensure the system and measures are meeting the needs of the grantees, and that children and youth are better off as a result of these accountability efforts.

3. Provide accurate and timely reports in such form, in such manner and in such time as prescribed by the Commissioner of DCF regarding the referral or diversion of children and youth from the juvenile justice system, as well as the provision of programs, opportunities and activities for all youth to function as responsible members of their communities.
4. Implement the use of the Ohio Scales for youth screening tool.

Pursuant to State Statute, a YSB is required to assess the needs of youth, the availability of services and resources, and development and maintenance of data, in a manner satisfactory to DCF, that is necessary to determine and evaluate the impact of its administrative and services delivery programs. When a YSB collects student data, a consent form executed by the parent or guardian is required. The consent form must contain a statement addressing confidentiality of the information collected.

Certain student data collected by a YSB shall be forwarded to DCF. Any student information received by DCF, an educational agency under the Family Educational Rights Privacy Act (FERPA), becomes an educational record maintained pursuant to FERPA, which restricts disclosure of educational records. The information forwarded by a YSB to DCF shall include student name, date of birth, school district and school attending.

VII. Deadline and Use of Application Form

The application, IRRESPECTIVE OF POSTMARK DATE AND MEANS OF TRANSMITTAL, must be received by **3:00PM on July 22, 2019**. Applications received past the deadline **will not be processed without prior written request to and approval of Steven Smith**. Applications may be mailed or hand delivered to:

Mail/Deliver: Steve Smith, Program Supervisor
Connecticut State Department of Children and Families
505 Hudson Street
Hartford, CT 06106
Phone: 860 560-5091
Email: STEVEN.SMITH@ct.gov

Potential grantees will be required to submit a completed application. The enclosed application (Appendix A) form shall be used. Modifications will not be accepted. A Word version copy of Appendix A must be separately emailed to Steven Smith no later than 3:00PM on July 22, 2019.

VIII. Affirmative Action Assurances

In accordance with the regulations established by the Connecticut Commission on Human Rights and Opportunities (CCHRO), each applicant is required to have a completed/current Affirmative Action Packet on file with the CSDE, or must complete the Affirmative Action Packet by accessing the link (<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>) and submit it with this document (Appendix E).

IX. Additional Obligations of Grantee

All grantees are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in C.G.S. Sections 4a-60 and 4a-60a and Sections 4a-68j et seq. of the Regulations of Connecticut State Agencies (RCSA). Furthermore, the grantee must submit periodic reports of its employment and subcontracting practices in such form, in such manner and in such time as may be prescribed by the CCHRO.

X. Due Dates and Ongoing Reporting

It is the responsibility of all grantees to complete all requirements in the timeframe determined by the CSDE. YSBs are required to submit a final report of the data collection by September of every fiscal year. Report due dates are as follows:

FISCAL YEAR	DUE DATE
2019-20	September 11, 2020
2020-21	September 30, 2021

DCF reserves the right to withhold or reduce funding based on late submission of required reports.

XI. Freedom of Information Act

All of the information provided in a proposal submitted in response to this application for funds is subject to the provisions of the Freedom of Information Act Sections 1-200 et seq., (FOIA). The FOIA declares that except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect such records and receive a copy of such records.

XII. Management Control of the Program and Grant Consultation Role of CSDE Personnel

The grantee must have complete management control of this grant. While DCF staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

XIII. Annie E. Casey Foundation

Applicants that are part of a collaborative effort funded in whole, or in part, by the Annie E. Casey Foundation must submit documentation to that effect (Section I of the Application Requirements).

XIV. Facsimile (Faxed) Copies

Facsimile (faxed) copies of proposals/applications will not be accepted.

XV. Technical Assistance

The DCF Program Manager will be available to answer questions regarding the Request for Proposal application procedures or format.

XVI. Application Requirements and Format

The application must contain the following components: (NOTE: Appendix A provides the application form for program description and budget information.)

- A. Title Page
- B. YSB Profile (with signature)
- C. Administrative Core Unit (ACU) Strategies and Activities
- D. Direct Services Unit (DSU) Strategies and Activities
- E. Advisory Board Composition Report
- F. Impact of Services: Work Plans
- G. Budget Forms
- H. Budget Narrative
- J. Annie E. Casey Foundation
- K. Statutory Requirement of Administrative Core Unit Functions

XVII. Directions for Completing Application Form

This Section provides directions for completing Appendix A, Application Form for the YSB Grant.

A. Title Page

Line 1. Legal Name of Organization

For town-based YSBs, report the name of the town that is fiscally responsible for the YSB. For private youth-serving organizations designated to act as agents for one or more towns, report the legal name of the organization. DCF codes can be found in Appendix C.

Line 2. Federal Identification Number

Town-based YSBs may leave this line blank. Private youth-serving organizations should report their federal identification number on this line.

Line 3. Town(s) to be Served

Town-based YSBs serving a single town should repeat the town name reported on Line 1. YSBs serving more than one town should report all of the towns they serve here.

Line 4. Program Name

Report the formal or legal name of the YSB.

Line 5. Executive Director

Report the name, phone, fax number and email address of the chief executive officer of the YSB.

Line 6. Contact Persons

Report the name(s), phone, fax number and email address(es) of the person(s) to contact with questions and concerns about the YSB program, grant application and annual reports.

Line 7. Program Mailing Address

Report the mailing address for all correspondence concerning the YSB grant.

Line 8. Program Location Address

Report the location of the main business office of the YSB.

Line 9. YSB Director's Signature

The grant application should be signed by the director of the YSB, or if there is no director, by the chief municipal official of the town. Report the date the grant application is signed.

Line 10. Typed Name

Report the full name and title of the person signing on Line 9.

B. Youth Service Bureau Profile

Line 11. Demographic Information

- A. Enter the name of the YSB.
- B. Indicate whether the YSB is a municipal department or a nonprofit organization (check one).
- C. If the YSB is municipality-based, indicate whether the YSB operates as an independent department or grouped under a larger umbrella structure (check one). If part of a larger structure, enter the name of the department.
- D. Enter the town(s) served by the YSB.
- E. Enter the total population of the town(s) and the percent of population under age 18. This information is available from the town(s) census.

Line 12. Funding

- A. Enter the total amount of funds received from DCF for the YSB Grant.
- B. Enter the total amount of funds received from the municipality. If part of a larger department, enter the amount earmarked for YSB functions.
- C. Enter the total amount of funds received from additional state and federal grants.
- D. Enter the total amount of funds received from private grants and foundations.
- E. Enter the total amount of funds received from donations in FY 2020.
- F. Enter the total amount of funds received from fundraising.
 - i. Total lines A through F for total YSB funding.
 - ii. Provide an estimate of the value of any in-kind services received.

Line 13. Staffing

- A. Provide information on the director of the YSB. Indicate whether the position is full-time or part-time and union or non-union.
- B. Provide information on all additional YSB staff.

Line 14. Programming

- A. Place a check next to any of the programs listed that are offered by your YSB. This is not intended to be a comprehensive list.

C. Administrative Core Unit Strategies and Activities

Summarize the proposed strategies and activities of your Administrative Core Unit. Group your strategies and activities under the following headings (only one strategy per core unit). Examples include:

Management and Administration – staff recruitment; staff supervision; staff evaluation and development; staff morale and burn-out prevention; filing and implementation regulations; monitoring of subcontractors; maintenance of

organizational structure; financial management; casework and clinical supervision; management and information services; board management; marketing; facility management; policy development; strategic planning and development; program development; and decision making.

Youth Advocacy – voice for youth and youth issues; media relations; speaking at public hearings; contacts with local and state officials; state funding; letter writing; endorsing/creating legislation; networking; proactive trend awareness of youth issues; increasing community awareness of youth needs; and Youth Advisory Board mobilization for advocacy and participation in local, regional and state meetings.

Resource Development – networking; providing information; fundraising; program development; knowledge of and working with foundations; providing technical assistance; providing consulting to other groups; state funding; professional learning; and state and national awareness.

Community Involvement – volunteer recruitment; meeting coordination; statewide networking; regional networking; gaining entry into systems; community organization and outreach; board and task force involvement; empowering community organizations; and Youth Advisory Board and promoting youth involvement.

Research and Evaluation – needs identification and assessment; program evaluation; grant writing; program selection; library/resource file; statistical analysis; college/ university interface; program development; and asset identification/mapping and investigating research models.

D. Direct Services Unit Strategies and Activities

Summarize the proposed strategies, programs and tasks of the direct services unit. If subcontractors are used, denote that the services are to be provided by a subcontractor. Note: There may not be strategies and programs for some of these headings. Indicate in the narrative and the tables on pages 19 and 20 if there is no programming in certain areas.

Juvenile Justice

Services that respond to youth who are, or could potentially be, in contact with the juvenile justice system.

Examples include: juvenile review boards; alternative sanction programs; detention/suspension/expulsion programs; court advocacy; court-ordered community-service programs; truancy programs; and diversion programs.

Mental Health Services

Services that respond to youth and families who are experiencing emotional distress.

- A. Sessions for youth up to age 18
- B. Parent/Guardian Sessions

NOTE:

1. Services noted under A. Children and Youth Sessions reported on both the Individual Service Report and the Group Service Report.
2. Services noted under B. Parent/Family Sessions reported only on the Group Services Report.

Examples include: mental health counseling for individuals, families, or groups; crisis intervention; host homes; information and referral services; and case management.

Teen Pregnancy Prevention

Programs that promote pregnancy prevention among young people.

Teen Parent Education

Services that promote positive parenting skills and support families in their efforts to raise healthy children:

- A. Teens
- B. Adults

NOTE:

1. Services noted under A. Teens are reported on both the Individual Service report and the Group Service Report; and
2. Services noted under B. Adults are reported only on the Group Services Report.

Examples include; parent-child interactive playgroups, parent education and parent support groups.

Positive Youth Development

Programs and services that promote the personal well-being of youth for the purposes of:

- A. meeting basic needs;
- B. building skills and competencies that allow youth to function and contribute in their daily lives; and
- C. connecting youth with their families, peers, schools and communities.

Examples include: peer-to-peer programs; employment training; mentoring; after-school programming; teen centers; dances; adventure based activities; youth adult partnership programs; information dissemination; and prevention programs that address issues such as truancy, violence and substance abuse and drug free alternative activities.

Community Outreach

Services and activities that support children and youth and strengthen families by reconnecting people of all generations and backgrounds to the community in which they live. This leads to the building of a sense of connectedness and empowerment to bring about positive social change. These are usually one-time events.

Examples include: intergenerational activities; family events; annual events/holiday festivals; sports; dances; family day celebrations; trips; theatrical productions; and cultural activities.

NOTE: Due to the nature of these activities, it may be extremely difficult to collect data for the Individual Service Reports. If this is the case, participants should be recorded as a potentially duplicated number on the Annual Group Services Report under Category B: Collaborations.

For example:

- a family day celebration with 5,000 participants is reported as a Community Outreach Collaboration on the Group Service Report;
- an intergenerational dinner including 20 youth and 100 senior citizens:
 - report the 100 seniors on the Group Services Report;
 - report the 20 youth on the Individual Service Report, if the structure of the activity promotes positive youth development; or
 - if the youth are only involved in the event for recreational/social purposes, then include them with the 100 seniors listed on the Annual Group Services Report.

NOTE: You are not likely to have program information that fits the Community Outreach Direct Service category.

E. Advisory Board Composition Report

A separate section on the Advisory Board must be submitted with the application. Please refer to page 21 for the Board Composition Criteria. This separate section must address the following components:

1. Board Composition
 - a. board members need to be identified by category;
 - b. vacant positions on the board should be identified and described (Item 3 below); and
 - c. YSBs serving multiple municipalities need to further identify which town each member represents.
2. Board Type
 - a. Advisory Board: Refers to a board specifically set up or structured in conjunction with YSB whose sole mission is to serve in an advisory capacity to the YSB;
 - b. Youth Commission: Refers to a commission established by municipal charter which may or may not have been set up in conjunction with YSB but which serves as an Advisory Board to the YSB; and
 - c. Other: Refers to any group other than an Advisory Board or Youth Commission serving as an Advisory Board to the YSB (Example: A Board of Directors).
3. Vacancies and Waivers

If the Advisory Board has vacancies among its members or if the board is unable to appoint certain representatives, the board does not meet the required size or composition criteria defined in the regulations. A waiver of the requirement(s) may be requested, as well as requesting an extension of time to fill vacancies, but in all cases, the board's circumstances are to be described in Item 3.

a. Full Waiver

A full waiver of the Advisory Board requirements may be granted only where: (1) a YSB has a commission established by municipal charter, or (2) a YSB has a board of directors established by the by-laws of a private organization acting under contract with a municipality, provided that comparable citizen representation is present. A separate written request for a full waiver must be made by the chief municipal official.

b. Partial Waiver

A partial waiver may be granted for a board's size and composition only when the required agencies enumerated in the regulations do not exist in the town or when the regulatory requirements violate a municipal charter (example; town does not maintain a police department). A separate written request for a partial waiver must be made by the executive director of the YSB.

c. Extension of Time

An extension of time may be granted for an Advisory Board to recruit and fill temporary vacancies among its members. Specific vacancies need to be identified along with a request for a reasonable length of time in Item 3 of the E section of the grant application.

4. Board meetings

Please complete Items 4a and 4b.

F. Impact of Services: Work Plans

A separate section of the Work Plan must be submitted with the application addressing the following components:

1. Goal(s) indicate general intention for your program. Your goal(s) should coincide with your Administrative Core Unit activities and Direct Service narrative.
2. Objective(s): Indicate what you hope to accomplish with the activity or activities.
3. Activities: Indicate the planned activities that support your Goals and Objectives.
4. Timetable: Indicate the month(s) the activities will take place.
5. Measure of Success: (a) Indicate the measure or tool you will use; and (b) based on that measure, indicate the benchmark by which you will determine whether you have successfully achieved the objective.
6. Population to be served: Indicate how many children you expect to serve, the age range and whether you are targeting a particular group of children.
7. Staff Assigned: Indicate the number of staff involved and their positions (example; outreach workers, tutors and counselors). Do not give names, just positions/job titles.

G. Grant and Local Match Budget

This is the budget specifically for this state grant. **Report only the YSB grant funds and required matching funds.** The match requirements are provided in Connecticut General Statutes Section 10-190 and related Administrative Core Unit (ACU) and Direct Services Unit (DSU) budgets. Specific instructions for the Grant and Local Match Budget are as follows:

1. Enter YSB name and DCF code.
2. Enter budget amounts in the appropriate expense line and column. Include expenses that apply to both the ACU and DSU (e.g., salaries and employee benefits). Only employee benefits that apply to positions funded by the grant or local match may be included). (Indirect costs are NOT allowed).
 - a. DCF Grant Award Column: enter the grant amounts on appropriate line items.
 - b. Cash Match Column: Enter the amount of cash match on appropriate line items. Sources of the cash match may be municipal appropriation or other local funds such as service fees, fundraising, United Way funds, etc. State and federal grants may not be used.
 - c. In-Kind Match Column: Enter the amount of in-kind services on appropriate line items.
3. Total all columns and rows. Check that the total of the rows equals the total of the columns.
4. Complete the Grant/Match Summary (this summary provides totals for each column listed).
5. The certification statement must be signed by either the executive director of the YSB, or, if there is no executive director, the chief municipal official of the town.

H. Budget Narrative

Budget Narrative: Income

Enter YSB name and DCF code. Provide a detailed description of the sources, amounts of funds and in-kind services to be used for the local match. Each item should agree with the corresponding income item in the Grant/Match Summary section of the "Grant and Local Match Budget."

Income

The following income accounts are applicable to YSBs. These are similar to those used in previous years.

Youth Service Bureau Grant

Funds from the DCF YSB Grant program

Other State Funds

Grants or other funds from the State of Connecticut, not including the YSB Grant.

Federal Funds

Grants or other funds from the federal government.

Municipal Appropriation

The amount appropriated to the YSB by some other organization or agency at no cost to the YSB. This appropriation should appear as a line item or functional description in the town budget(s).

In-Kind Services

In-kind services are supplied to the YSB by some other organization or agency at no cost to the YSB. The YSB may report the value of these services as income and expense. In-kind services include allocation of the projected actual costs of office space or other necessary space, utilities, heat, telephone, copying, consumable supplies, equipment maintenance, travel, and governmental administrative personnel or central office private agency personnel staff, who spend 50 percent or more of their time performing the administrative functions of the YSB. If these expenditures are not line items in the YSB's budget, the value of volunteer services shall not be included as an in-kind service.

Other Income

Other income sources, such as service fees, fundraising, United Way funds, etc.

Budget Narrative: Expenses

Enter YSB name and DCF code. Provide a detailed description of the expenses to be funded by the YSB grant funds and required local match for each expense account. Use additional copies of the expense sheet as necessary. Total each line item. Each total line item should agree with the corresponding total expense on the Grant and Local Match Summary. Include details of all calculations and allocations.

I. Annie E. Casey Foundation

Applicants that are part of a collaborative effort funded in whole or in part by the Annie E. Casey Foundation must submit documentation under the following headings:

1. Collaborative Oversight

The collaborative oversight entity has been provided the opportunity to review and comment on the grant application or proposal prior to submission to the DCF.

2. Activities

The proposal or application submitted provides information detailing the activities, which assure priority access to services to children, youth and families referred by the collaborative oversight entity.

3. Liaison

The applicant shall designate someone to act as liaison for the referral process.

J. Statutory Requirement of Administrative Core Unit Functions

Complete the Statement of Statutory Requirement of ACU Functions (Appendix G).

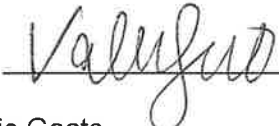
CONNECTICUT STATE DEPARTMENT OF CHILDREN AND FAMILIES

YOUTH SERVICE BUREAU
Application

TITLE PAGE

1. Legal Name of Organization Applying for Funds:
Colchester Youth Service Bureau DCF Code: 28
2. Federal Identification No.: _____
3. Town(s) to be Served: Colchester
4. Program Name: Colchester YSB
5. Executive Director: Valerie Geato Phone: 860 537-7255 Fax: 860 537-1731
Executive Director E-mail address: vgeato@colchesterct.gov
6. Contact Persons:
Program: Same Phone: _____ Fax: _____
Program Director E-mail address: _____
Fiscal: same Phone: _____ Fax: _____
Fiscal Director E-mail address: _____
7. Program Mailing Address: 127 Norwich Ave., Colchester, CT 06415
8. Program Location Address: same

I certify that the information submitted is in conformance with the instructions and is an accurate representation of the YSBs' planned programs and services for the period July 1, 2019, through June 30, 2021. A new form will be submitted if changes occur.

9. Authorized Signature:  Date: 7/18/19
10. Typed Name: Valerie Geato Title: Director

YOUTH SERVICE BUREAU PROFILE

11. Demographic Information:

- A. Name of YSB: Colchester Youth Service Bureau
- B. Is the YSB a department of the municipality or a nonprofit organization
- C. If municipal-based, is the YSB an independent department or a department within a larger department, such as social services or human services
 Name of Department: Youth & Social Services
- D. Town(s) Served by YSB: Colchester
- E. Town(s) Population: 16,194 Percentage of population under age 18: 19%

12. Funding:

- A. YSB Grant (DCF): 17,732
- B. Municipal Funds: 388,949
- C. Other State/Federal Grants: 34,500
- D. Private grants and foundations: 0
- E. Donations: 1,000
- F. Fundraising: 5,000
 - Total YSB Cash Annual Budget (A+B+C+D+E+F): 447,181
 - Estimated Value of In-Kind Services: 200,000

13. Staffing:

- A. YSB Director: Valerie Geato Phone: 860 537-7255
 Email address: vgeato@colchesterct.gov
 Is the Director: full-time or part-time
 union or nonunion
 List the salary range for the YSB Director position: 70,000-82,000
- B. Additional Staff:
 Number of additional **full-time** staff: 4
 - Number that are union: 4
 - Number that are nonunion: 0
 Number of additional **part-time** staff: 4
 - Number that are union: 0
 - Number that are nonunion: 4
 Number of contracted personnel: 1

14. Programming:

- A. Please place a **checkmark** next to each of the following programs offered by your YSB.
 - after-school programming:
 - for elementary-age youth
 - for middle school-age youth
 - for high school-age youth
 - Birth-Five parent/child programming (playgroups/support groups)

2019-21 Youth Service Bureau Grant Application

- Counseling Services:
 - Individual Counseling Group Counseling
 - Parent Training Family Therapy
- If Counseling Services, Are clinicians:
 - Hired Contracted
 - Group Counseling
- Work Placement and Employment Counseling
- Alternative and Special Educational Opportunities
- Recreational and Youth Enrichment Programs
- Outreach Programs
- Preventive Programs (including youth pregnancy, youth suicide, violence, and alcohol and drug prevention)
- Positive Youth Development Programs
- Court Ordered Community Service
- Detention/Suspension/Expulsion Programs
- Juvenile Review Board
- Teen Center/Drop-In Center: after school evenings weekends
- Other Juvenile Justice Programs (please list): _____

ADMINISTRATIVE CORE UNIT STRATEGIES AND PROGRAMS

Summarize the proposed strategies and activities of the administrative core unit using the following format:

- a. Management and Administration – list one strategy and the activities necessary to enhance your operations. List measures you will use to determine how well you have done the activities and whether you have been successful. Group your strategies, activities and measures under the following headings (see sample in Appendix F).

Strategy	Activities	Measures
Recruit and retain a committed and qualified staff who reach their full potential in their positions	<ul style="list-style-type: none"> • Provide opportunities for staff training • Have weekly staff meetings • Provide on-going feedback 	<ul style="list-style-type: none"> • Evaluations completed timely • Implement employee development plans where needed • Each staff member will participate in at least 3 trainings annually

- b. Youth Advocacy – list one strategy and the activities necessary to increase your youth advocacy. List measures you will use to determine how well you have done the activities and whether you have been successful.

Strategy	Activities	Measures
Increase awareness among elected officials and community members regarding needs of youth and services available	Maintain relationships and on-going contact with Legislators and local official on issues impacting youth and families	<ul style="list-style-type: none"> • At least 3 youth will meet with legislators at the YSB Day at the LOB • Legislators will be invited to large community events • Participate in regional Legislative Breakfast

- c. Resource Development – list one strategy and the activities necessary to increase resources for your agency. List measures you will use to determine how well you have done the activities and whether you have been successful.

Strategy	Activities	Measures
Provide access to all programs for kids who receive free/reduced lunch through financial aid program	Leverage enough funding to cover the cost of all scholarships through fundraising initiatives and donations.	All kids who qualify will receive financial assistance

2019-21 Youth Service Bureau Grant Application

- d. Community Involvement – list one strategy and the activities necessary to increase community involvement. List measures you will use to determine how well you have done the activities and whether you have been successful.

Strategy	Activities	Measures
Coordinate with local service providers to enhance delivery of services	<ul style="list-style-type: none"> • Host bi-annual meeting of local mental health service providers and school counselors 	At least 75% of school counselors will attend providers meeting

- e. Research and Evaluation – list one strategy and the activities necessary to contribute to research. List measures you will use to determine how well you have done the activities and whether you have been successful.

Strategy	Activities	Measures
Implement a student survey for middle and high school youth and a community survey for parents and other concerned adults, every other spring, (2019,21)	<p>SERAC will administer their youth survey, designed to ascertain prevalence, attitudes and behaviors related to the use of substances to students in grades 6-12, during school.</p> <p>SERC will administer the voluntary community survey to interested parents and other adults.</p>	<ul style="list-style-type: none"> • 96% of students in grades 6-12 will participate in the youth survey • 400 adults will participate in the community survey • Results will be utilized to inform program development

DIRECT SERVICES UNIT STRATEGIES AND ACTIVITIES NARRATIVE

Summarize the proposed strategies and activities of your direct service unit. If you have subcontracted, note services provided by the subcontractor. Group your strategies, activities and measures under the following headings (see sample in Appendix F).

1. Juvenile Justice – list one strategy and the activities necessary to address the juvenile justice area. List measures you will use to determine how well you have done and whether you have been successful.

Strategy	Activities	Measures
To offer a range of meaningful alternatives to the Juvenile Justice System and to assist the school district in enforcing their discipline/attendance policies through intervention strategies that are responsible and community based.	The Review Board will design and offer alternatives that are aimed at: 1) promoting responsible behavior by offenders and 2) solving problems that may be at the root of the delinquent behavior, 3) and where possible, take into consideration the needs of the victim.	90% of cases will successfully fulfill requirements and have cases dismissed at the 6 month meeting.

2. Mental Health Services – list one strategy and the activities necessary to provide mental health Services. List measures you will use to determine how well you have done the activities and whether you have been successful.

Strategy	Activities	Measures
Provide opportunities for students to engage in substance abuse counseling Ensure that Colchester youth and families are aware of mental health services available	<ul style="list-style-type: none"> • Maintain contract with independent provider to ensure students have access to high quality, confidential, Free substance abuse counseling • Provide annual Mental Health Fair • Refer youth and families to counseling agencies and mental health professionals. 	<ul style="list-style-type: none"> • Maintain a comprehensive, up-to-date directory of mental health providers • At least 300 people attend the annual mental health fair • Students involved in counseling services report satisfaction with experience through self survey

3. Child Welfare – list one strategy and the activities necessary to promote child welfare. List measures you will use to determine how well you have done the activities and whether you have been successful.

Strategy	Activities	Measures
Provide School Supplies and school clothes to low income children	<ul style="list-style-type: none"> • Collect clothing and supplies • Recruit families to participate through food bank 	All families who request assistance will receive school supplies and clothing/shoes.

- a. Teen Pregnancy Prevention – list one strategy and the activities necessary to prevent teen pregnancy. List measures you will use to determine how well you have done the activities and whether you have been successful.

Strategy	Activities	Measures
Develop programs to help adolescents develop the skills necessary to delay sexual activity thereby reducing the likelihood of teen pregnancy	Offer gender specific programming to aid in the development of self-esteem and life skills, including long-term goal setting & vision for the future.	At least 8 girls will participate in Girls Circle program and use "better off" measures to evaluate

2019-21 Youth Service Bureau Grant Application

- b. Teen Parent Education – list one strategy and the activities necessary to educate teen parents. List the measures you will use to determine how well you have done the activities and whether you have been successful.

Strategy	Activities	Measures
Parents will have opportunities to gain knowledge and skills that will help them help their children develop into healthy, responsible and productive members of the community	Provide parent workshops and educational materials	<ul style="list-style-type: none"> • Attendance • Surveys

- c. Positive Youth Development – list one strategy and the activities necessary to promote positive youth development. List measures you will use to determine how well you have done the activities and whether you have been successful.

Strategy	Activities	Measures
Youth will develop strong bonds to their peers, families, schools and communities while contributing to the well being of each of these groups and building skill and competencies	Provide curricular-based on going programs that are focused on character development, life skills and social skills.	<ul style="list-style-type: none"> • Attendance • Participants questionnaires • Staff reports

4. Community Outreach – list one strategy and the activities necessary to improve community outreach. List measures you will use to determine how well you have done the activities and whether you have been successful.

Strategy	Activities	Measures
Colchester youth and families will develop a sense of connectedness in the community and the desire to create positive social change	Participate in annual community wide activities such as: family day, early childhood expo, etc.	Number of participants

Advisory Board Composition Report

Composition Criteria

- At least seven members.
- At least one member under 21-years-of-age (nonvoting member).
- Representatives from the school system, police department and a private youth-serving agency.
- At least one-third of the total membership from individuals who receive less than 50 percent of their income from delivering services to youth.
- At least one member on the Board from each municipality served by the YSB.

1. Board Composition

Attach a current membership list of your Advisory Board or Youth Commission to the grant application. The list should include at least the following information for each Board member:

- Name
- Member Type
 - Youth
 - School system representative
 - Police department representative
 - Private youth serving agency representative
 - Service consumer

Where a YSB serves more than one municipality, the membership list should also indicate that the Board includes a duly appointed representative from each municipality served.

2. Board Type

Check the appropriate board type for your Advisory Board.

- Advisory Youth Commission Other – please specify

3. Vacancies and Waivers

If your Advisory Board does not meet the composition criteria (see box above), please describe the circumstances below and refer to the instructions for information on requests for waivers and extensions:

Anticipated date for meeting composition criteria: _____

4. Board Meetings

(a) The number of times the YSB Advisory Board is scheduled to meet each fiscal year?

10

(b) Are minutes of all meetings on file in your office and available for inspection?

Yes

Yes / No

Impact of Services: Work Plans

List a minimum of three activities in which you will participate in 2019-21. (Please refer to page 10, letter F for guidelines.)

Required Professional Learning Activities	Impacted Administrative Core Unit (ACU) Function
<p>1. Proposed Activity</p> <p>Attend SEARCH Institute "Essentials of Asset Building for Trainers & Facilitators" Workshop</p>	<p>Management & Administration Resource Development Research and Evaluation</p>
<p>2. Proposed Activity</p> <p>Attend SEARCH Institute "Developmental Relationships & Sparks"</p>	<p>Management & Administration Youth Advocacy Community Involvement Research and Evaluation</p>
<p>3. Proposed Activity</p> <p>Attend CYSA Annual conference</p>	<p>Management & Administration Resource Development Research and Evaluation</p>

GOAL: All kids who participate in our programs will feel deeply connected to program staff, who will help youth discover who they are, develop abilities to shape their own lives, and learn how to engage with and contribute to the world around them.

OBJECTIVES	ACTIVITIES	TIMETABLE	MEASURES OF SUCCESS	POPULATION TO BE SERVED	STAFF RESPONSIBLE
<p>Increase the quantity and quality of Developmental Relationships among staff and youth</p>	<p>Attend SEARCH Institute "Developmental Relationships & Sparks"</p>	<p>AUGUST 23, 2019 Hartford, CT</p>	<ul style="list-style-type: none"> Participants will learn about Developmental Relationships and Sparks within the context of thriving Participants will examine the place of relationships in the lives of youth and the power of both approaches for deepening relationships between youth and adults Explore the five essential actions that contribute to making a relationship transformative in the lives of youth Explore Sparks as a tool for building developmental relationships Participants will consider practical applications of both approaches and identify one simple action idea for applying the research in your work with youth Once embedded in programs, youth will report stronger connections to staff based on self-reporting survey 	<ul style="list-style-type: none"> Youth in grades 4-12 	<ul style="list-style-type: none"> Program Coordinators Youth Center Supervisors Director
<p>Deliver two core Search Institute designed workshops to our community: Everyone's an Asset Builder and Sharing the Asset Message.</p>	<p>Attend the Essentials of Asset Building for Trainers & Facilitators Workshop</p>	<p>Sept 2019- June 2020</p>	<ul style="list-style-type: none"> Identify the characteristics of effective asset builders and their own personal strengths and challenges Understand "circles of influence" and identify those circles in which there is potential for asset building Make and share a personal commitment to asset-building action Sharing the Asset Message prepares community members and groups to deliver a variety of asset-building messages to multiple audiences. 	<ul style="list-style-type: none"> Parents, teachers and other interested community members 	<ul style="list-style-type: none"> Director

2019-21 Youth Service Bureau Grant Application

FISCAL YEAR 2020

YOUTH SERVICE BUREAU BUDGET FORM


GRANT TITLE: YOUTH SERVICE BUREAU				
GRANT PERIOD: 07/01/19 - 06/30/20		AUTHORIZED AMOUNT:\$		
AUTHORIZED AMOUNT by SOURCE: CURRENT DUE:\$ LOCAL BALANCE:\$ CARRY-OVER DUE:\$				
CODES	DESCRIPTIONS	BUDGET AMOUNT	CASH MATCH	IN-KIND
111A	NON-INSTRUCTIONAL	17,732	17,732	
200	PERSONAL SERVICES/EMPLOYEE BENEFITS			
300	PURCHASES PROFESSIONAL/TECHNICAL SVCS			
400	PURCHASED PROPERTY SERVICES			
500	OTHER PURCHASED SERVICES			
600	SUPPLIES			
700	PROPERTY			
800	DEBT SERVICE AND MISCELLANEOUS			
	TOTAL	17,732	17,732	

_____ ORIGINAL REQUEST DATE _____ CT DCF _____ DATE OF
 _____ REVISED REQUEST DATE _____ PROGRAM MANAGER AUTHORIZATION _____ APPROVAL

Grant/Match Summary

DCF Grant Award	17,732
Local Match:	
Municipal Appropriation	17,732
Other Funds	
In-Kind	
Total Local Match	17,732

I certify that the budget provided herein represents the planned income and expenditures of the YSB Grant funds and local match of the above grantee for the grant period July 1, 2019 through June 30, 2020, in accordance with all applicable instructions and statutory requirements.

Valerie Geato 

 Authorized Signature
 Valerie Geato

 Typed Signature

July 19, 2019

 Date
 July 19, 2019

 Date

Budget Object Codes

Include all budget account descriptions for the following categories:

111A Non-Instructional

Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.

200 Personal Services - Employee Benefits

Amounts paid by the grantee on behalf of employees; these amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services.

300 Purchased Professional and Technical Services

Services which, by their nature, can be performed only by persons or firms with specialized skills and knowledge. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, accountants, etc.

400 Purchased Property Services

Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

500 Other Purchased Services

Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

600 Supplies

Amounts paid for items that are consumed, worn out or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700 Property

Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment. In accordance with the Connecticut State Comptroller's definition equipment, included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value of over \$1,000.00 and the useful life of more than one year and data processing equipment that has unit price under \$1,000.00 and a useful life of not less than five years.

800 Debt Service and Miscellaneous

Amounts paid for goods and services not otherwise classified above.

Budget Narrative – Income

Provide a detailed description of the sources and amounts of funds and in-kind services to be used for the local match. Line item totals should agree with line items on the Grant and Local Match Summary form.

Account Name	Description	Line Item Total
Funds from the DCF YSB Grant Program	Salary 111A - Salaries	17,732
Other Funds (State and Federal)	List source and amounts for other funds that will be used as matching funds for this grant.	
Municipal Appropriation	The portion of the amount appropriated to the YSB by the town(s) to be served that will be used as matching funds for this grant. List town(s): Colchester	17,732
In-Kind	List source and amounts for in-kind contributions that will be used as match for this grant.	

Budget Narrative – Expenses

Provide a detailed description of the expenses to be funded by the YSB grant funds and required local match for each expense account. Copy this form as necessary. Line item totals should agree with line items on the “Grant and Local Match Budget” form.

Account Code/Name	Description	Line Item Total
111A	Salaries	17,732

APPENDIX B

List of Youth Service Bureaus Eligible for State Grants

ANSONIA	MERIDEN	WATERTOWN
ASHFORD	MIDDLETOWN	WESTBROOK
AVON	MILFORD	WEST HARTFORD
BERLIN	MONTVILLE	WEST HAVEN
BLOOMFIELD	MONROE	WESTON
BRANFORD	NAUGATUCK	WESTPORT
BRIDGEPORT	NEW BRITAIN	WETHERSFIELD
BRISTOL	NEW CANAAN	WILLINGTON
CANAAN	NEW HAVEN	WILTON
CANTON	NEWINGTON	WINCHESTER
CHESHIRE	NEW LONDON	WINDHAM
CLINTON	NEW MILFORD	WINDSOR
COLCHESTER	NEWTOWN	WINDSOR LOCKS
COLUMBIA	NORTH BRANFORD	WOODBIDGE
COVENTRY	NORTH HAVEN	WATERBURY YOUTH SERVICE SYSTEM, INC.
CROMWELL	NORWALK	NOROTON HEIGHTS
DANBURY	NORWICH	DEPOT
DERBY	OLD LYME	
DURHAM	OLD SAYBROOK	
EAST GRANBY	ORANGE	
EAST HADDAM	PLAINFIELD	
EAST HAMPTON	PLAINVILLE	
EAST HARTFORD	PORTLAND	
EAST HAVEN	PRESTON	
EAST LYME	PROSPECT	
EAST WINDSOR	RIDGEFIELD	
ELLINGTON	ROCKY HILL	
ENFIELD	SHELTON	
ESSEX	SIMSBURY	
FAIRFIELD	SOMERS	
FARMINGTON	SOUTHINGTON	
GLASTONBURY	SOUTH WINDSOR	
GRANBY	STAFFORD	
GREENWICH	STAMFORD	
GRISWOLD	STONINGTON	
GROTON	STRATFORD	
GUILFORD	SUFFIELD	
HAMDEN	THOMASTON	
HARTFORD	THOMPSON	
HEBRON	TOLLAND	
KILLINGWORTH	TORRINGTON	
LEBANON	TRUMBULL	
LEDYARD	VERNON	
MADISON	VOLUNTOWN	
MANCHESTER	WALLINGFORD	
MANSFIELD	WATERFORD	

Youth Service Bureau Laws and Regulations

Sec. 251. (NEW) (*Effective July 1, 2019*) The Department of Children and Families shall constitute a successor department, in accordance with the provisions of sections 4-38d, 4-38e and 4-39 of the general statutes, to the Department of Education for purposes of administering the youth services bureau grant program and enhancement grant program pursuant to sections 10-19m to 10-19q, inclusive, of the general statutes.

Sec. 252. Section 10-19m of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2019*):

(a) For the purposes of this section, "youth" means a person from birth to eighteen years of age. Any one or more municipalities or any one or more private youth-serving organizations, designated to act as agents of one or more municipalities, may establish a multipurpose youth service bureau for the purposes of evaluation, planning, coordination and implementation of services, including prevention and intervention programs for delinquent, predelinquent, pregnant, parenting and troubled youths referred to such bureau by schools, police, juvenile courts, adult courts, local youth-serving agencies, parents and self-referrals. A youth service bureau shall be the coordinating unit of community-based services to provide comprehensive delivery of prevention, intervention, treatment and follow-up services.

(b) A youth service bureau established pursuant to subsection (a) of this section may provide, but shall not be limited to the delivery of, the following services: (1) Individual and group counseling; (2) parent training and family therapy; (3) work placement and employment counseling; (4) alternative and special educational opportunities; (5) recreational and youth enrichment programs; (6) outreach programs to insure participation and planning by the entire community for the development of regional and community-based youth services; (7) preventive programs, including youth pregnancy, youth suicide, violence, alcohol and drug prevention; and (8) programs that develop positive youth involvement. Such services shall be designed to meet the needs of youths by the diversion of troubled youths from the justice system as well as by the provision of opportunities for all youths to function as responsible members of their communities.

(c) The Commissioner of Children and Families shall adopt regulations, in accordance with the provisions of chapter 54, establishing minimum standards for such youth service bureaus and the criteria for qualifying for state cost-sharing grants, including, but not limited to, allowable sources of funds covering the local share of the costs of operating such bureaus, acceptable in-kind contributions and application procedures. The commissioner shall, on December 1, 2011,

2019-21 Youth Service Bureau Grant Application

and biennially thereafter, report to the General Assembly on the referral or diversion of children under the age of eighteen years from the juvenile justice system and the court system. Such report shall include, but not be limited to, the number of times any child is so diverted, the number of children diverted, the type of service provided to any such child, by whom such child was diverted, the ages of the children diverted and such other information and statistics as the General Assembly may request from time to time. Any such report shall contain no identifying information about any particular child.

Sec. 253. Section 10-19n of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2019*):

To assist municipalities and private youth-serving organizations designated to act as agents for such municipalities in establishing, maintaining or expanding such youth service bureaus, the state, acting through the Commissioner of Children and Families, shall provide cost-sharing grants, subject to the provisions of this section for (1) the cost of an administrative core unit and (2) the cost of the direct services unit provided by such youth service bureau. No state grant shall be made for capital expenditures of such bureaus. All youth service bureaus shall submit a request for a grant, pursuant to this section and sections 10-19m and 10-19o, on or before May fifteenth of the fiscal year prior to the fiscal year for which such grant is requested.

Sec. 254. Section 10-19o of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2019*):

(a) The Commissioner of Children and Families shall establish a program to provide grants to youth service bureaus in accordance with this section. Only youth service bureaus which (1) were eligible to receive grants pursuant to this section for the fiscal year ending June 30, 2007, (2) applied for a grant by June 30, 2012, with prior approval of the town's contribution pursuant to subsection (b) of this section, (3) applied for a grant during the fiscal year ending June 30, 2015, (4) applied for a grant during the fiscal year ending June 30, 2018, with prior approval of the town's contribution pursuant to subsection (b) of this section, or (5) applied for a grant during the fiscal year ending June 30, 2019, shall be eligible for a grant pursuant to this section. Each such youth service bureau shall receive, within available appropriations, a grant of fourteen thousand dollars. The Department of Children and Families may expend an amount not to exceed two per cent of the amount appropriated for purposes of this section for administrative expenses. If there are any remaining funds, each such youth service bureau that was awarded a grant in excess of fifteen thousand dollars in the fiscal year ending June 30, 1995, shall receive a percentage of such funds. The percentage shall be determined as follows: For each such grant in excess of fifteen thousand dollars, the difference between the amount of the grant awarded to the

2019-21 Youth Service Bureau Grant Application

youth service bureau for the fiscal year ending June 30, 1995, and fifteen thousand dollars shall be divided by the difference between the total amount of the grants awarded to all youth service bureaus that were awarded grants in excess of fifteen thousand dollars for said fiscal year and the product of fifteen thousand dollars and the number of such grants for said fiscal year.

(b) In order for a youth service bureau to receive the full amount of the state grant determined pursuant to subsection (a) of this section, a town shall contribute an amount equal to the amount of the state grant. A town shall provide not less than fifty per cent of its contribution from funds appropriated by the town for that purpose, and the remaining amount in other funds or in-kind contributions in accordance with regulations adopted by the Commissioner of Children and Families in accordance with chapter 54.

(c) Any funds remaining due to a town's failure to match funds as provided in subsection (b) of this section shall be redistributed in accordance with the provisions of this section. The Commissioner of Children and Families shall adopt regulations in accordance with the provisions of chapter 54 to coordinate the youth service bureau program and to administer the grant system established pursuant to this section and sections 10-19m and 10-19n.

Sec. 255. Section 10-19p of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2019*):

The Department of Children and Families shall provide grant management services, program monitoring, program evaluation and technical assistance to such state-aided youth service bureaus, and the Commissioner of Children and Families may assign or appoint necessary personnel to perform such duties, subject to the provisions of chapter 67.

Sec. 256. Section 10-19q of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2019*):

(a) The Department of Children and Families shall administer, within available appropriations, an enhancement grant program for youth service bureaus. The department shall annually award grants in the amounts of: (1) Three thousand three hundred dollars to youth service bureaus that serve a town with a population of not more than eight thousand or towns with a total combined population of not more than eight thousand; (2) five thousand dollars to youth service bureaus that serve a town with a population greater than eight thousand, but not more than seventeen thousand or towns with a total combined population greater than eight thousand, but not more than seventeen thousand; (3) six thousand two hundred fifty dollars to

2019-21 Youth Service Bureau Grant Application

youth service bureaus that serve a town with population greater than seventeen thousand, but not more than thirty thousand or towns with a total combined population greater than seventeen thousand, but not more than thirty thousand; (4) seven thousand five hundred fifty dollars to youth service bureaus that serve a town with a population greater than thirty thousand, but not more than one hundred thousand or towns with a total combined population greater than thirty thousand, but not more than one hundred thousand; and (5) ten thousand dollars to youth service bureaus that serve a town with a population greater than one hundred thousand or towns with a total combined population greater than one hundred thousand.

(b) Notwithstanding the provisions of this section, for the fiscal year ending June 30, 2020, and each fiscal year thereafter, the amount of grants payable to youth service bureaus shall be (1) reduced proportionately if the total of such grants in such year exceeds the amount appropriated for such grants for such year, or (2) increased proportionately if the total of such grants in such year is less than the amount appropriated for such grants in such year.

APPENDIX E

CERTIFICATION THAT CURRENT AFFIRMATIVE ACTION PACKET IS ON FILE

According to the Connecticut Commission on Human Rights and Opportunities (CHRO) **municipalities** that operate **school districts** and also file a federal and/or state Affirmative Action Plan(s) are exempt from the requirement of filing an Affirmative Action Plan with the Connecticut State Department of Education. **Agencies with an Affirmative Action Plan on file need to certify such by signing the statement below.**

I, the undersigned authorized official, hereby certify that the applying organization/agency: Town of Colchester, has a current affirmative action packet on file with the Connecticut State Department of Children and Families. The affirmative action packet is, by reference, part of this application.

Signature of Authorized Official: _____ Date: _____

Name and Title: Arthur Shilosky, First Selectman

APPENDIX F

Youth Service Bureau Sample Strategies and Activities

Administrative Core Unit Strategies and Activities

Sample Strategies	Sample Activities
Improve the administration of YSB programs and services.	To evaluate administrative procedures. To streamline fiscal and data management procedures. To provide staff training and improve skills.
Identify the needs of youth and current service gaps.	To develop youth forum concerning their needs and solutions. To survey the community regarding needs and services. To develop centralized data bank.
Increase the resources and services available to youth.	To research available funding services. To write grant applications.
Inform the community of programs and services.	To compile information on all community youth programs into a database. To develop and regularly update a resource guide.
Coordinate with local providers to eliminate service gaps and enhance the delivery of services.	To convene relevant community groups to plan activities. To write joint grant application with other providers. To initiate and maintain ongoing planning process with other community groups.
Advocate for the needs of all youth to improve policies and procedures.	To advocate for local policies and procedures that benefit youth. To keep community leaders aware of YSB functions. To advocate for individual youth.

Administrative Core Unit Strategies and Activities (APPENDIX F cont.)

Sample Strategies	Sample Activities
Improve the administration of YSB programs and services.	Evaluate administrative procedures. Streamline fiscal and data management procedures. Provide staff training to improve skills.
Identify the needs of youth and current service gaps.	To develop youth forum concerning their needs and solutions. To survey the community regarding needs and services. To develop centralized data bank.
Increase the resources and services available to youth.	Research available funding services. Write grant applications.
Inform the community of programs and services.	Compile information on all community youth programs into a database. Develop and plan for the regular updating of a resource guide.
Coordinate with local providers to eliminate service gaps and enhance the delivery of services.	Convene relevant community groups to produce an activity plan. Write joint grant application with other providers. Initiate and maintain ongoing planning process with other community groups.
Advocate for the needs of all youth to improve policies and procedures.	Advocate for local policies and procedures that benefit youth. Keep community leaders aware of YSB functions. Advocate for individual youth.

Direct Services Unit Strategies and Activities (APPENDIX F cont.)

Sample Strategies	Sample Activities
Youth will have the special supports and services they need in times of personal or family crises and in times of difficult personal transition.	To divert youth from the juvenile justice system. To provide intervention service to identified 'at-risk' populations. To provide support services to 'at-risk' youth and their families.
Youth and families will understand their own needs, the needs of their family members and will understand how to generate a mutually supportive family environment.	To provide counseling / therapy to youth and their families. To provide sexual abuse counseling and support. To provide truancy prevention services to community youth.
Youth will have attitudes, work values and skills to obtain and hold jobs.	To maintain a job bank for youth. To provide career exploration support services to youth.
Youth will have strong bonds to their families, peers, schools and communities. Youth will contribute to the well-being and strength of their families, schools and communities.	To provide youth leadership training. To host discussion groups for youth to discuss issues of importance to them.
Educate on issues of importance to youth.	To train youth as peer mentors. To provide education on sexual abuse. To provide education on well childcare. To provide substance abuse education.
Youth will participate in positive social, cultural and athletic activities in their leisure time.	To provide an alcohol and drug-free social environment for youth. To provide opportunities to participate in drama and sports.
Parents will have the knowledge and skills to guide their children so that they become responsible productive citizens.	To provide parent workshops. To provide educational materials related to children.

Statutory Requirement of Administrative Core Unit Functions

In my official capacity as signatory for the Colchester Youth Service Bureau, I, the undersigned authorized official*, hereby recognize and support the statutory requirements and regulations of the Youth Service Bureau (C.G.S. Sections 10-19m through 10-19o) to provide the five Administrative Core Unit (ACU) functions of:

1. Management and Administration.
2. Research that provides for the continued assessment of community needs and assets.
3. Resource development.
4. Community involvement.
5. Advocacy on behalf of issues related to youth and families.

<hr/>	<u>First Selectman</u>	<u>July 23, 2019</u>
Name	Title	Date

*Authorized official may be:

- Department Head
- Town Manager
- First Selectman
- Mayor

STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD STATEMENT OF ASSURANCES
GRANT PROGRAMS

PROJECT TITLE: Youth Service Bureau Grant Program

THE APPLICANT: Town of Colchester **HEREBY ASSURES THAT:**
 Colchester Youth Service Bureau
 (insert Agency/School/CBO Name)

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Children and Families;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Children and Families may find necessary;
- H. The Connecticut State Department of Children and Families reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;

2019-21 Youth Service Bureau Grant Application

- J. The applicant will protect and save harmless the State Board of Children and Families from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Children and Damilies any moneys not expended in accordance with the approved program/operation budget as determined by the audit;

L. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to “contract” shall mean this grant agreement and to “contractor” shall mean the Grantee.

(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

2019-21 Youth Service Bureau Grant Application

- 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 business enterprises as subcontractors and suppliers of materials on such public works projects.

2019-21 Youth Service Bureau Grant Application

- (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.

2019-21 Youth Service Bureau Grant Application

(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.

M. The grant award is subject to approval of the Connecticut State Department of Children and Families and availability of state or federal funds.

N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

I, the undersigned authorized official; hereby certify that these assurances shall be fully implemented.

Superintendent, or
Department Head, or Town
Manager, or First
Selectman, or Mayor, or
YSB Director Signature:

Name: *(typed)*

Arthur Shilosky

Title: *(typed)*

First Selectman

Date:



Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

Patricia A. Watts, Director of Senior Services/Municipal Agent

MEMORANDUM

To: Board of Selectmen

From: Patricia A. Watts, Director of Senior Services

Date: 07/16/2019

Re: Execution of Grant Contract with Senior Resources Agency on Aging

Grant funding in the amount of \$14,665.00 has been awarded for the 2020 Fiscal Year (beginning October, 1, 2019) to fund the Making Memories Program at the Colchester Senior Center. There is a copy enclosed, which needs to be signed and returned to Senior Resources by **August 16, 2019**.

Recommended Motion

Motion to approve the FY 2020 contract for funding awarded for the Making Memories Program and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

Patricia A. Watts
Director of Senior Services/Municipal Agent

EASTERN CONNECTICUT AREA AGENCY ON AGING (dba SENIOR RESOURCES AGENCY ON AGING)
 19 Ohio Avenue Suite 2, Norwich, CT 06360

NOTIFICATION OF AWARD

1. LEGAL APPLICANT/RECIPIENT
 Name: Colchester Senior Center
 Address: 95 Norwich Avenue
 Colchester, CT 06415
 Contact: Patricia Watts
 Phone #: 860-537-3911

3. PROJECT NUMBER: **F-20-3**
 4. Service Category: Health
 Service: Therapeutic Activity
 5. PROJECT PERIOD: **10/1/19 - 9/30/20**

6. TYPE OF ACTION
 New Federal Year Award XX
 Continued Award _____
 Revision _____
 Supplemental _____

7. TYPE OF CHANGE
 Increase Dollars _____
 Decrease Dollars _____
 Increase Duration _____
 Cancellation _____
 Other (Specify) _____

8. FEDERAL FISCAL YEAR: 2020
 9. YEARS OF OPERATION: 10

10. CONDITIONS/RECOMMENDATIONS ATTACHED:
 Yes _____ No X

11. REMARKS
 A. Unless revised, the amount of this award will constitute a ceiling for federal participation in the approved cost.
 B. The Federal share of a project cost is earned only when the cost is accrued and the non-federal share of the cost has been contributed. Receipt of Federal funds does not constitute earning of these funds.

This award is a reimbursement based grant. Payments will be based on invoices submitted to Senior Resources Agency on Aging. All invoices will be compared to the Management Information System (MIS). When a discrepancy exists, MIS statistics will be used.

This award is for a maximum of: 3,500 units of therapeutic activity for 14 clients at \$4.19 per unit.

THE TOTAL AWARD IS BASED ON THE NUMBER OF UNITS TIMES THE UNIT COST.

2. FUNDING LEVELS

Total Program Cost:	\$29,019.00	
Client Donations:	\$2,000.00	
Other Cash:	\$1,000.00	
NET COST:	\$26,019.00	100%
Less Match		
Non-Federal Cash:	\$10,142.00	38.98%
Non-Federal In Kind:	\$1,212.00	4.66%
TITLE III	\$14,665.00	56.36%

Name/Title of Authorizing Official: Joan Wessell, Executive Director

Signature of Authorizing Official: *Joan Wessell*

Date: 7/16/2019

PURCHASE OF SERVICES AGREEMENT
BETWEEN
SENIOR RESOURCES AGENCY ON AGING
AND
COLCHESTER SENIOR CENTER

PART I – PROGRAM STANDARDS, REPORTING AND FISCAL PROCEDURES

A. CONTRACTOR PARTIES

This Agreement shall take effect on the first day of October 2019 and shall remain in effect until and through the thirtieth day of September 2020, unless earlier terminated in accordance with the terms of the Agreement and is made and entered into between the

Senior Resources Agency on Aging (the Agency)

and

Colchester Senior Center(Contractor)

Contractor's DUNS Number - 177899317

Total Contract Value **\$14,665.00** with an Indirect Cost Rate of 10%

The Contractor has demonstrated the experience and capacity to provide such services in compliance with the requirements of the Agency and of Title III as are hereinafter described and has been proposed by the Contractor in the approved application.

B. FUNDING IDENTIFICATION

The Agency has received authorization from the Connecticut State Department on Aging (SDA), to act as the Area Agency on Aging, the Agency has authority under Title III of the Older Americans Act of 1965, as amended, 42 U.S.C. 3001 et seq. (Title III) to fund such a program in accordance with the following Catalog of Federal Domestic Assistance Titles;

Federal funding has been provided for this contract as follows:

CFDA (Catalog of Federal Domestic Assistance) Title: Title IIIB

CFDA Number: 93.044

Award Name: Older Americans Act Funding

Award Year: FFY 2020

Federal Award: \$656,358

Research and Design: No

Name of Federal Agency Awarding: Administration for Community Living

Funds from the State of Connecticut, State Department on Aging may also be included in this Contract.

The Contractor shall not exceed the default 10% cap on administrative costs for federal funding allocated under this contract unless an approved federally recognized indirect cost rate negotiated between the Contractor and the federal government is in place. Documentation of the federally recognized indirect cost rate must be provided. See

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards> for details.

The approved application and budget do hereby become a portion of this contract by reference.

C. DETERMINATION OF ELIGIBILITY

The determination of each individual's eligibility for services is the responsibility of the Contractor in conformance with the criteria defined in the approved proposal and Policy Manual of Senior Resources.

D. UNITS OF SERVICE AND REIMBURSEMENT RATE

1. Definitions

The term "Agency reimbursement rate" is defined as a composite unit cost made up of resources received through Title III of the Older Americans Act of 1965, as amended, and State funds. The term "Maximum reimbursable amount" is defined as the maximum amount that the Contractor can be reimbursed under the Agreement for the applicable service.

The term "other resource amount" is defined as other funding, including, but not limited to, participant contributions, federal, state, foundation, local and private resources, received by the Contractor.

2. Units of Service and Reimbursement

3,500 units of Therapeutic Activity – Maximum Reimbursable Amount

The Contractor shall provide for eligible individuals up to, but not exceeding, the maximum number of reimbursable service units at the unit cost rate specified below:

	<u>Rate</u>	<u>Amount</u>
Agency Reimbursement Rate and Amount	\$4.19/unit	\$14,665.00
Other Resource Rate and Amount	\$3.24/unit	\$11,340.00
Totals Rate and Amount	\$7.43/unit	\$26,005.00

A unit of measure for therapeutic activity is one hour.

The above listed services (hereinafter collectively called the "services") is more fully defined in the funded proposal, a copy of which is on file and is incorporated by reference herein.

E. SUBCONTRACTS

1. The Contractor must request and obtain prior written approval from Senior Resources before finalizing any subcontract arrangement.
2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to Senior Resources that the proposed subcontract contains the terms as specified in this contract.

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms/Total Value
N/A				

F. SERVICE STANDARDS

Under this Agreement, the Contractor shall comply with the Policies and Application Instructions, federal and state regulations, including, but not limited to Regulations of Connecticut State Agencies Section 17b-423-5, and all applicable written standards issued by the State Department on Aging, and ensure that these standards are met by any approved subcontractor.

G. SERVICE PROVISION & REPORTING

The Contractor shall report in formats and at intervals specified by the Agency on its progress in meeting its targets for services, clients and client contributions, as well as any special conditions identified in this Agreement.

The Contractor shall participate in SAMS or the federal designated NAPIS Management Information System (MIS) program, administered by the State Department on Aging in accordance with the schedule for reporting established by the Agency.

The Contractor shall submit monthly statistical (MIS) and financial reports on or before the 15th of each month for the previous month's activity. A financial report comparing the approved budget and the actual budget is due within 45 days following the end of the fiscal year.

All financial, program, and other books, records, documents, and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the U. S. Administration for Community Living, the State Department on Aging, the Agency or their authorized representatives, whose representatives shall at all reasonable times have access to the premises wherein such books, records, documents and property are housed for five (5) years after final payment hereunder.

1. Client-Based Outcomes and Measures

The Contractor shall implement the programs and services to result in the outcome(s) as proposed in the Contractor's application on behalf of Clients.

2. Client Surveys

- a. At least once during each federal fiscal year of the contract period, the Contractor shall administer satisfaction surveys to Clients. It also must measure the impact of the service on the client.
- b. The Contractor shall send a copy of the satisfaction survey tool(s) to Senior Resources.
- c. The Contractor shall report the survey results (including the impact) and plans for program modifications deemed necessary as a result of the surveys annually to Senior Resources

3. Programmatic/Statistical Reporting.

- a. A report evaluating the goals of the program and explaining the ongoing and completed activities of outreach to the chosen target populations is due on or before April 15th (mid-year) and on or before October 15th (year-end). The Contractor shall, in these reports, justify any variance of more than 20% between actual performance levels and targets.
- b. The Contractor shall submit by the November 1 after the expiration of the contract period a comparison of the budget that has been approved by the Agency versus actual expenditures for the contracted period.

The Contractor will submit required reports by the designated due dates. Senior Resources reserves the right to withhold payments for services performed under this contract if Senior Resources has not received acceptable progress reports, statistical reports, expenditure reports, refunds and/or audits as required by this agreement.

H. Program Administration

1. Personnel – The Contractor agrees to develop and maintain policies relative to its personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to Senior Resources as requested by Senior Resources, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to Senior Resources, if requested, within ten calendar days of receipt of such request.
2. Notification of Changes in Key Personnel – The Contractor shall immediately notify Senior Resources in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Financial Officer, program directors, program coordinators of Senior Resources funded programs, and officers and members of the Contractor's Board of Directors. The Contractor shall also notify Senior Resources of changes in key program and service personnel of its Subcontractors as applicable to services funded under this Contract.

3. Transport of Clients – In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client, the Contractor hereby agrees to the following:
 - a. The Contractor shall require that its employees, subcontracted transportation Contractors, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, Clients; and
 - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

I. FISCAL PROCEDURES

Financial Management - The Contractor agrees to implement and adhere to sound financial management practices of fund accounting and shall monitor their subcontractors to assure that the subcontractors adhere to financial guidelines as stringent as those required of itself. Funds under this contract will not be used to assist, promote or deter union organizing.

1. General Procedures

This agreement shall apply to those services performed by the Contractor (as specified in this Agreement) that are supported by the Agency Reimbursement and matching funds. In no case shall the Contractor's expenditures pursuant to this agreement exceed the total approved Agency reimbursement costs for each service category as specified in the Agreement without the prior written approval of the Agency.

2. Budget Revisions

The Contractor must receive prior written approval from the Agency for the following types of budget revisions:

- a. modification of reimbursement rates;
- b. the purchase of an item of equipment that was not approved in the original budget;
- c. a transfer involving an increase of an approved line item by more than fifteen percent (15%) of the line item, or \$1,500, whichever is greater; and
- d. any increase in compensation for services under a sub-contract.

Any request to modify reimbursement rates shall be submitted by the Contractor to the Agency no later than June 1 of the involved Agreement year.

The cost is earned only when the cost is accrued, service provided, and other resources have been documented. Receipt of Agency reimbursement funds (either through advance or reimbursement) shall not constitute earning of these funds.

3. Accounts

The Contractor shall maintain either a separate bank account or an accounting system that

clearly identifies the source and expenditures of Agency reimbursable funds, client contributions and other resources contributed by the Contractor as local share for the project. Disbursements of all Agency reimbursable funds received from the Agency, all client contributions and all other resources contributed by the Contractor shall be reported in accordance with the Contractor Service Invoice. Project accounting records of the Contractor shall be itemized in sufficient detail to show the exact nature of all receipts and disbursements. Verifications of total disbursements must be available to the Agency for audit purposes for a minimum of ninety (90) days after the close of the project year.

4. Records Reporting

The Contractor shall establish and maintain such documents and financial and program records as are required by the Agency to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services.

The Contractor shall prepare and submit monthly invoices as specified in the Payment Procedures Section below.

5. Payment Procedures

The Contractor shall, within fifteen (15) calendar days following the close of each calendar month of the Agreement, submit a monthly invoice to the Agency on a form provided by the Agency. The invoice will detail the total amount of services provided to eligible participants in each of the approved service categories by the Contractor during said month, list the amount of client contributions received and progress toward an annual contribution goal for the approved service.

Such service invoices shall be compared by the Agency with the monthly output report from SAMS the Management Information System (MIS). Subject to receipt by the Agency of funds from the State Department on Aging and upon receipt and approval of a properly completed invoice and confirmation with MIS output data, the Agency shall make payment to the Contractor. The Agency may adjust any invoice of the Contractor to reflect corrections and/or updated information either before or after payments have been made.

In situations where MIS data does not agree with the Contractor records, the Agency shall process payments based on the MIS data. Should the Contractor dispute the MIS data, it shall have the responsibility to submit necessary substantiation or corrections thereof to the Agency no later than the November 15 after the expiration of the Agreement.

Failure to submit all required reports by the scheduled dates will result in delayed payment.

Subject to receipt of funds from the State Department on Aging the Agency shall process payments within thirty (30) working days of the receipt of the invoices and MIS output reports.

6. Client Contributions

Project income from client contributions is subject to the requirements of Title 45 of the Code of Federal Regulations, Part 74 Administration of Grants. Consistent with those regulations, client contributions received during the contract period that exceed the goal of **\$2,000.00** for the approved service shall be used as follows:

- a. to provide service units over and above the contracted amount during the Agreement period [to be reported consistent with the contract reporting requirements];
- b. to be carried forward to be used for the costs of providing service in a succeeding Agreement period;
- c. to expand the services that are provided to clients in this project; or
- d. to reduce the Agency reimbursable rate.

7. Withholding of Payments and Imposing Financial Penalties

Senior Resources reserves the right to withhold payment for this contract if:

- a. Senior Resources has not received, on a timely basis, acceptable financial reports, programmatic reports, MIS or audits as required for any and all contracts the Contractor has entered into with Senior Resources.
- b. The Contractor uses funds and/or personnel for purposes other than described in the application, or defaults in any of the provisions of this Contract.

8. Financial Penalty

- a. Senior Resources may impose a financial penalty on the Contractor if the Contractor fails to submit timely and accurate reports as specified in the Reporting section of this contract.

9. Unused Funds

- a. Unused funds are not carried over from one project year to the next.

J. TECHNICAL ASSISTANCE

Senior Resources will make technical assistance available to the Contractor, limited to the extent requested by the Contractor and to the extent of the availability of Senior Resources, in implementing these reporting requirements.

K. Monitoring

The Contractor will be reviewed and evaluated for performance by the Senior Resources designee at least annually. Such reviews and evaluations may be performed by examination of documents and reports, by site visits or by a combination of both.

L. INDEPENDENT AUDIT

The Contractor's financial records shall be audited at least annually by an independent

accountant. The audit shall be performed in accordance with federal and state laws and generally accepted accounting principles. A copy of the audited financial statements including the auditor's comments must be forwarded to the Agency within ninety (90) days of the last day of the preceding fiscal year. Any agency required to obtain a federal or state single audit must include those reports with the regular audit.

Audit Exceptions – In addition to and not in any way in limitation of any other obligation of this Contract, it is understood and agreed by the Contractor that it shall be held liable for any State or Federal audit exceptions and shall return to Senior Resources all payments made pursuant to this Contract to which exception has been taken or which have been disallowed because of such an exception.

M. LICENSES

The Contractor shall procure and keep current any license, certification, permit, or accreditation required by local, state or federal statute or regulations and shall, upon the request of the Agency, submit to the Agency proof of any such licensure, certification, permit or accreditation.

N. MANDATORY TERMS AND CONDITIONS

1. Identification of Funding Source

The Contractor will identify the source of funding for this project in all publicity, including all materials published about the project. The following sentence may be used for this purpose. "This program is supported by Senior Resources – Agency on Aging with Title III funds made available under the Older Americans Act."

2. Older Americans Act

The Contractor hereby agrees to comply with the Older Americans Act of 1965, as amended all requirements imposed by the applicable HHS regulations and all guidelines issued pursuant thereto.

As a condition of receipt of funds under this Act, each Contractor shall assure that they will:

- a. Provide Senior Resources, in a timely manner, statistical and other information which Senior Resources requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State and/or Federal funding sources;
- b. Afford older persons the opportunity to contribute for all or part of the costs of the services;
- c. The Contractor is accountable to Senior Resources for income generated by Title III supported activities. Records of the receipt and disposition of program income must be maintained by the Contractor in the same manner as required for Title III funds that gave rise to the income. Such income is subject to disposition and use at the option of Senior Resources;
- d. Protect the privacy of each older person with respect to his or her contributions;
- e. May not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
- f. Establish appropriate procedures to safeguard and account for all contributions;

- g. With the consent of the older person or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger;
- h. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
- i. Assist participants in taking advantage of benefits under other programs;
- j. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
- k. Assure that the proposed project intends to satisfy the service needs of older persons with severe disabilities; those at risk of institutionalization; those living in rural areas; those that are 100% of federal poverty level or below; those at 101% - 149% of federal poverty level; those with Alzheimer's disease and related disorders; minority and low income minority; and those with limited English proficiency.

PART II TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions:

A. OTHER AGREEMENTS

The Contractor agrees that the project will be carried out in accordance with the following acts and regulations:

1. Title III of the Older Americans Act of 1965, as amended;
2. Title IV of the Civil Rights Act of 1964;
3. Americans with Disabilities Act of 1990;
4. Federal Drug-Free Workplace Act of 1988
5. Federal OMB Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
6. Connecticut statutes concerning state grants;
7. Agency policies and procedure;
8. Federal Policy 45 CFR Part 74;
9. Applicable sections of the Connecticut General Statutes Annotated Sections including, but not limited to:
 - a. non-discrimination and affirmative action in contracts of the state, C.G.S.A. Section 4a-60;
 - b. non-discrimination regarding sexual orientation, C.G.S.A. Section 42-60a;
 - c. whistleblower provisions, C.G.S.A. Section 4-61dd;
 - d. non-smoking, C.G.S.A. Section 31-40q
10. Connecticut Public Act 07-1 concerning campaign contribution restrictions; and
11. Applicable Connecticut Executive Orders including, but not limited to:
 - a. No. 3 concerning non-discrimination;
 - b. No. 16 concerning workplace violence prevention policies;
 - c. No. 17 concerning Connecticut State Employment Service listings;
 - d. No. 7c concerning the Contracting Standards Board; and
 - e. No. 14 concerning the procurement of cleaning products and services.

B. CLIENT-RELATED SAFEGUARDS

1. Inspection of Work Performed.
 - a. The Agency 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 Agency 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.
 - b. The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

2. Safeguarding Client Information

The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

3. 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.§ 46a11b (relative to persons with mental retardation); and C.G.S.§ 17b-407 (relative to elderly persons).

4. Background Checks

The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. CONTRACTOR OBLIGATIONS

1. Cost Standards

The Contractor and the Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806

The Contractor shall not exceed the default 10% cap on administrative costs for federal funding allocated under this contract unless an approved federally recognized indirect cost rate negotiated between the Contractor and the federal government is in place. Documentation of the federally recognized indirect cost rate must be provided.

2. Credits and Rights in Data

Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency. All publications shall contain the following statement: "This

publication does not express the views of Senior Resources Agency on Aging or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. Organizational Information, Conflict of Interest, IRS Form 990

During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency’s request provide copies of the following documents within ten (10) Days after receipt of the request:

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

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

4. Federal Funds

- a. The Contractor shall comply with requirements relating to the receipt or use of federal funds.
- b. The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
- c. Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

5. Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately

notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

D. AUDIT REQUIREMENTS

1. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
2. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
3. For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "non-state entity," as that term is defined in C.G.S. § 4-230.
4. The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

E. RELATED PARTY TRANSACTIONS

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

1. Real estate sales or leases;
2. Leases for equipment, vehicles or household furnishings;

3. Mortgages, loans and working capital loans; and
4. Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

F. SUSPENSION OR DEBARMENT

In addition to the representations and requirements set forth in Section E:

The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

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

G. LIAISON

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

H. SUBCONTRACTS

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

A subcontract with ___N/A_____ is approved as part of this contract.

1. The Contractor must request and obtain prior written approval from Senior Resources before finalizing any subcontract arrangement.

2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to Senior Resources that the proposed subcontract contains the terms as specified in this contract.
3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements, including but not limited to:
 - a. Client-Related Safeguards;
 - b. Federal Funds
 - c. Audit Requirements
 - d. Related Party Transactions
 - e. Suspension or Debarment
 - f. Independent Capacity of Contactor
 - g. Indemnification of the State and Senior Resources
 - h. Insurance
 - i. Compliance with Law and Policy
 - j. Facilities Standards and Licensing
 - k. Representations and Warranties
 - l. Record Keeping and Access
 - m. Protection of Personal Data
 - n. Litigation
 - o. Sovereign Immunity
 - p. Changes To The Contract
 - q. Termination, Cancellation and Expiration
 - r. Contractor Changes and Assignment; and
 - s. Statutory and Regulatory Compliance

The Contractor agrees to be responsible to Senior Resources for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to Senior Resources, for the subcontractor's performance. The Contractor shall retain Senior Resources' written approval and each subcontract in the contract file.

Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by Senior Resources unless Senior Resources, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by Senior Resources. Senior Resources, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

I. INDEPENDENT CAPACITY OF CONTRACTOR

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

J. INDEMNIFICATION

1. The Contractor shall indemnify, defend and hold harmless the Agency and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - a. claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
 - b. liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the Agency in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety 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 of the Contract.
2. The Contractor shall reimburse the Agency for any and all damages to the real or personal property of the Agency caused by the Acts of the Contractor or any Contractor Parties. The Agency shall give the Contractor reasonable notice of any such Claims.
3. The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the Agency is alleged or is found to have contributed to the Acts giving rise to the Claims.
4. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the Agency 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.
5. The rights provided in this section for the benefit of the Agency shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

6. This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

K. INSURANCE

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

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
2. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.
3. Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
4. 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.

L. CHOICE OF LAW/CHOICE OF FORUM, SETTLEMENT OF DISPUTES, CLAIMS AGAINST THE STATE

1. The Contract shall be deemed to have been made in the City of Norwich State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Norwich only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

2. Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
3. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

M. COMPLIANCE WITH LAW AND POLICY, FACILITY STANDARDS AND LICENSING

Contractor shall comply with all:

1. Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to the contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
2. 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.

N. REPRESENTATIONS AND WARRANTIES

Contractor shall:

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

O. REPORTS

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

P. DELINQUENT REPORTS

The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency

representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

Q. RECORD KEEPING AND ACCESS

The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. 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 Agency of the Contractor's annual financial audit.

R. PROTECTION OF PERSONAL INFORMATION

1. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal 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.
<http://www.ct.gov/ag/cwp/view.asp?a=2105&q=511090>
2. Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal 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 Personal Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Personal Information, including but not limited to passwords; and
 - e. Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
3. The Contractor and Contractor Parties shall notify the Agency and the Department on Aging 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 Personal Information which

Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency, the Department on Aging, 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 Personal 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 Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, the Department on Aging, any State of Connecticut entity or any affected individuals.

4. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.
5. 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.

S. WORKFORCE ANALYSIS

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

T. LITIGATION

1. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
2. The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

U. SOVEREIGN IMMUNITY

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

V. CHANGES TO THE CONTRACT, TERMINATION, CANCELLATION AND EXPIRATION

1. Contract Amendment

No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties.

The Agency may amend this Contract to reduce the contracted amount of compensation if:

- a. The total amount budgeted by the Agency for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
- b. Federal funding reduction results in reallocation of funds within the Agency.

If the Agency decides to reduce the compensation, the Agency shall send written notice to the Contractor within twenty (20) days of the Contractor's receipt of the Notice. The Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes

The Contractor shall notify the Agency in writing:

- a. At least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
- b. No later than ten (10) days from the effective date of any change in:
 - i. Its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.

No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating

from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract.

The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request.

The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

3. Assignment

The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.

The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

4. Breach of Contract

- a. If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty-four (24) hours' prior written Notice after the expiration of the cure period.

- b. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - i. withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - ii. temporarily discontinue all or part of the Services to be provided under the Contract;
 - iii. permanently discontinue part of the Services to be provided under the Contract;
 - iv. assign appropriate Agency personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - v. require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - vi. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the Agency or the program(s) provided under this Contract or both; or
 - vii. any combination of the above actions.
- c. The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- d. In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- e. The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

5. Non-enforcement Not to Constitute Waiver

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

6. Suspension

If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for

taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

7. Ending the Contractual Relationship

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

any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

W. TRANSITION AFTER TERMINATION OR EXPIRATION OF CONTRACT

1. If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
2. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.
3. Reclamation - Senior Resources may reclaim, upon the expiration or termination of this Agreement, the cost of equipment which is in part or fully reimbursed by funds pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one thousand (\$1,000.00) dollars.

Part III. Statutory and Regulatory Compliance

A. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

1. If the Contactor 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
 - a. The Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - b. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
 - c. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423)¹, 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").

3. 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 a use or disclosure of Personal Health Information (PHI) that violates the HIPAA Standards.
 - b. "Business Associate" shall mean the Contractor.
 - c. "Covered Entity" shall mean the Agency named on page 1 of this Contract.
 - d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - e. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - f. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - h. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or

received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - j. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - k. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - l. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - m. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - o. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
4. Obligations and Activities of Business Associates.
- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
 - c. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - f. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any 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 (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged

by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

- h. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards..
- j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule. 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.
- m. In the event that an individual request that the Business Associate
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the individual's PHI;
 - iii. provide a copy of the individual's PHI in an electronic health record; or
 - iv. amend PHI in the individual's designated record set,the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
- n. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - i. the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - ii. the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

5. Obligations in the Event of a Breach.

- a. 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.
- b. 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.
- c. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - i. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - ii. 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).
 - iii. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - iv. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - v. 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, contact information for said official.
 - vi. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment to 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.

- vii. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- viii. 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.
- ix. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

6. Permitted Uses and Disclosure by Business Associate.

- a. General Use and Disclosure Provisions except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. Specific Use and Disclosure Provisions
 - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

7. Obligations of Covered Entity.
 - a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

8. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

9. Term and Termination.
 - a. Term.

The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected 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
 - a. Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - b. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - c. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - c. Effect of Termination.
 - i. 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 to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

10. Miscellaneous Sections.

- a. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 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.
 - i. 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
 - ii. Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- g. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its

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

B. AMERICANS WITH DISABILITIES ACT

The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

C. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

D. PRIORITY HIRING

Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

E. NON-DISCRIMINATION

1. For purposes of this Section, the following terms are defined as follows:
 - a. "Commission" means the Commission on Human Rights and Opportunities;
 - b. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - c. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - d. "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.
 - e. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

- f. "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;
 - g. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - h. "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;
 - i. "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
 - j. "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.
2. 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 1120, (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).
3. 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; and

- a. 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;
 - b. 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;
 - c. 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
 - d. 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.
4. 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.
 5. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 6. 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.

7. 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.
8. 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 without regard to their sexual orientation;
9. 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;
10. 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
 - a. 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.
 - b. 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.

F. FREEDOM OF INFORMATION

1. Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

2. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a “person” performing a “governmental function”, as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor’s performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

G. WHISTLEBLOWING

This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

H. CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State funds as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission’s (“SEEC”) 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 10 reproduced below:
http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_10_final.pdf

I. CONSISTENT COMMITMENTS OR OBLIGATIONS

The Contractor further certifies that it has no commitments or obligations that are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party that participates in this project shall have no such commitments or obligations.

J. OPERATION OF THE PROJECT

Where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the Contractor retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by the Agency for the project. The Contractor shall be held accountable by the Agency for all project expenditures, and shall ensure that all expenditures incurred by the subcontracting

agency will be in accordance with the cost policies and procedures established by the Agency, in keeping with the guidelines of the U. S. Administration for Community Living. Copies of the proposed subcontracts shall be submitted to the Agency for review upon request.

K. EQUIPMENT INVENTORY

The Contractor agrees to maintain and update an inventory of all equipment purchased with program funds and to submit same to the Agency in such format and at such intervals as specified by the Agency.

L. FURTHER AGREEMENTS

The Contractor further agrees:

1. To cooperate with the Agency in its efforts to develop a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
2. To provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
3. To create paid and volunteer opportunities for qualified older persons with the project.
4. To cooperate and assist in efforts undertaken by the Agency, the State Department on Aging, the U. S. Administration for Community Living, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
5. That assessment by the Agency and the State will occur periodically in the form of review of accounting systems, site visits, program output evaluations, and through other methods. The Contractor agrees to cooperate with Agency staff conducting assessments and submit all information as required.
6. To submit any and all additional required reports as mandated by the Agency, the State Department on Aging or the U. S. Administration for Community Living (for example, Section 504 Handicap Accessibility Survey, Non-Title III Social Service Program information, and other related items) shall be submitted by the Contractor as requested.

M. NOTICE

All notices required or permitted to be given pursuant to this Agreement shall be given in writing, shall be transmitted by personal delivery, by overnight courier, by registered or certified mail, by tele copier or by other electronic means with confirming receipt of delivery, and shall be addressed as follows:

If to Agency:

Senior Resources Agency on Aging

19 Ohio Avenue Suite 2

Norwich, CT 06360

Attn: Joan Wessell

Fax: 860-886-4736

Email: jcwessell@seniorresourcesec.org

If to Provider:

Colchester Senior Center

95 Norwich Avenue

Colchester, CT 06415

Attn: Patricia Watts

Fax: 860-537-5574

Email: pwatts@colchesterct.gov

A party may designate a new address to which notices required or permitted to be given pursuant to this Agreement shall thereafter be transmitted by giving written notice to that effect to the other party. Each notice transmitted shall be deemed to have been given, received and become effective for all purposes at the time it shall have been 1) delivered to the addressee as indicated by the return receipt (if delivered by mail), the statement of the messenger (if delivered by overnight courier or other personal delivery), the fax or other electronic receipt or the recipient's answer or return call; or 2) presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

N. INTEGRATION

All attachments to this Agreement are deemed to be part of this agreement. The entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Senior Resources Agency on Aging
AGENCY ON AGING

Colchester Senior Center
PROVIDER NAME


BY: _____

BY: _____

Executive Director
TITLE

TITLE

7/16/2019
DATE OF SIGNATURE

DATE OF SIGNATURE

Charter Revision Timeline

§C-1401 states that Not less than once each ten years, the Board of Selectmen shall appoint a temporary charter review commission to review all provisions of the Charter and Town Ordinances then in effect as they deem necessary. Within a time period as set by the Board of Selectmen, the members of the Charter Review Commission shall recommend to the Board of Selectmen to maintain, amend or repeal certain sections of the Charter. Should the Charter Review Commission recommend revisions, the Board of Selectmen may, in accordance with the General Statutes, appoint a Charter Revision Commission to draft the revised Charter and coordinate the approval and adoption process.

Statutory Provisions in Section 7-191 of the Connecticut General Statutes

The Charter Revision Commission (the "Commission") shall hold a public hearing on the proposed charter amendments, after the draft report to the Board of Selectmen has been completed, but not submitted, after which hearings the Commission may amend such report. The Commission may hold such other public hearings as it deems necessary.

The Commission submits its draft report, including the proposed charter amendments, to the Town Clerk, who transmits such report to the Board of Selectmen. The Board of Selectmen shall hold at least one public hearing on the draft report and shall hold its last hearing not later than **forty-five** days after the submission of the draft report to the Town Clerk.

The Board of Selectmen must make any recommendations to the Commission for such changes in the draft report as the Board of Selectmen deems desirable not later than **fifteen** days after the Board of Selectmen's last hearing.

If the Board of Selectmen makes no recommendations for changes in the draft report to the Commission within such **fifteen** days, the report of the Commission shall be final and the Board of Selectmen shall act on such report

If the Board of Selectmen makes recommendations for changes in the draft report to the Commission, the Commission shall confer with the Board of Selectmen concerning any such recommendations and may amend any provisions of the proposed charter amendments, in accordance with such recommendations, or the Commission may reject such recommendations. In either case the Commission shall make its final report to the Board of Selectmen not later than **thirty** days after receiving such recommendations.

The Board of Selectmen must act, by a majority vote of its entire membership, to approve the proposed charter amendments or reject the same or separate provisions thereof not later than **fifteen** days after receiving the final report.

Not later than **forty-five** days after a vote of the Board of Selectmen to reject the Charter amendments or separate provisions thereof, a petition for a referendum thereon, signed by not less than ten per cent of the electors of the Town, as determined by the last-completed registry list thereof, and filed and certified in accordance with the provisions of Section 7-188 of the Connecticut General Statutes, may be presented to the Board of Selectmen.

Not later than **thirty** days after approval by the Board of Selectmen or the certification of such a petition (1) the proposed charter shall be published in full at least once in a newspaper having a general circulation in the Town, or (2) the portion of the charter being amended shall be

published at least once in a newspaper having a general circulation in the Town with a notice that a complete copy of the charter and amendment is available in the Town Clerk's office and that a copy shall be mailed to any person who requests a copy. The Town Clerk shall mail or otherwise provide such copy to any person who requests a copy.

(Note that since the 45-day petition period and 30-day publication period run concurrently, there may be a situation when, after the Town has published the proposed Charter, a petition may be filed.)

The Board of Selectmen shall, by a majority vote of its entire membership, determine whether the proposed charter amendments shall be submitted to the electors for approval or rejection at a regular election or at a special election warned and held for that purpose, which shall be held not later than fifteen months after either the approval by the Board of Selectmen or the certification of a petition for a referendum.

The proposed charter amendments shall be prepared for the ballot by the Board of Selectmen and may be submitted in the form of one or several questions; and, if approved by a majority of the electors of the Town voting thereon at a regular election or if approved by a majority which number equals at least fifteen percent of the electors of the Town as determined by the last completed active registry list of the Town at a special election, such proposed charter or charter amendments shall become effective thirty days after such approval unless an effective date or dates are specified therein, in which event the date or dates specified shall prevail.