



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting
Thursday, September 19, 2019 @ 7:00 PM
Colchester Town Hall**

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 - a. Approve Minutes of the August 15, 2019 Board of Selectmen Meeting
 - b. Open Space Commission – Reappointment of Mary Stevens for a three-year term to expire 10/1/2022
 - c. Economic Development Commission – Reappointment of Bruce Goldstein for a five-year term to expire 10/1/2024
 - d. Conservation Commission – Reappointment of Falk von Plachecki for a three-year term to expire 10/31/2022
 - e. Approve Business Associate Agreement with RSM LLP for Auditing Services Provided for the Fiscal Year Ended June 30, 2019
 - f. Approve Youth Services Bureau 2019-2021 Enhancement Grant Funding
 - g. Tax Abatements
5. Discussion and Possible Action on OpenGov Invoice
6. Transfers
7. Citizen's Comments
8. First Selectman's Report
9. Liaison Reports
10. Adjourn

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TOWN OF COLCHESTER
CLERK OF TOWN



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Meeting Minutes
Thursday, August 15, 2019
Colchester Town Hall @ 7:00pm**

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

MEMBERS ABSENT:

OTHERS PRESENT: Public Works Director J Paggioli, Registrar D Mrowka, M Mlodzinski and clerk T Dean

1. Call to Order

A Shilosky called the meeting to order at 7:00 pm.

2. Additions to the Agenda – A Shilosky added #8 Discussion and Possible Action on Transfer Station Unrecyclable Mattress Fee Adjustment, and renumber remaining items.

S Soby moved to add agenda item #8, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

3. Citizen's Comments – none

4. Board and Commissions – Interviews and/or Possible Appointments

a. Senior Center Building Committee – Possible Appointments

R Coyle will be the liaison to this committee. R Coyle stated the process to get to this point. The Board interviewed nine candidates, after interviews each Selectmen sent T Dean, Executive Assistant to the First Selectman, their choices. The list of choices were then coincided as matches.

R Coyle moved to appoint the following as members to the Senior Center Building Committee; Anthony Tarnowski, Marjorie Mlodzinski, Marilyn Turner, Sean Nadeau, Kevin Hastings, Joseph Ruiz, and Ron Silberman; Alternate members Geraldine Transue, and Madelyn Starkey, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

b. Norton Park Committee – Possible Appointments

S Soby will be the liaison to this committee. He stated the Board engaged in the same process in terms of selection as the Senior Center Committee.

S Soby moved to appoint the following as members to the Norton Park Committee; Nan Wasniewski, Kevin Byrne, Patrick Reading, Katherine Kosiba, Robert Misbach; Alternate members Julianna Cameron, and Linda Pasternak, seconded by D Turner. Unanimously approved. MOTION CARRIED.

5. Approved Minutes of the August 1, 2019 Board of Selectmen Meeting

D Turner made the following corrections; 4.a. strike out R Coyle and replace with D Turner, and 6. Strike out R Coyle and replace with S Soby.

D Mizla moved to approve the minutes of the August 1, 2019 Board of Selectmen meeting, as amended, seconded by D Turner. Unanimously approved with one abstention by R Coyle. MOTION CARRIED.

6. Discussion and Possible Action on TVCCA Nutrition Services Memorandum of Agreement for 2019-2020

S Soby moved to approve the TVCCA Nutrition Services Memorandum of Agreement for 2019-2020 and authorize the First Selectman to sign, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

7. Discussion and Possible Action on NECCOG Animal Services Agreement for 2019-2020

D Mizla pointed out errors in the contract with the town named Brooklyn instead of Colchester, also to fix section 5 numbering. Discussion on Colchester pound and program specifics. Video monitoring will be installed at NECCOG's expense, the recording dvr will be located at Town Hall. A Shilosky will send back the agreement for corrections. NO ACTION.

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POLICE STATION

8. Discussion and Possible Action on Transfer Station – Unrecyclable Mattress Fee Adjustment

J Paggioli explained the fee reduction for the recycling program. The town would like to pass on the savings to the residents who recycle mattresses. R Coyle would like to communicate to the residents to make them aware of the program through the First Selectman's eblast, facebook and town website.

R Coyle moved to approve the proposal to reduce the fee for mattresses and box springs that cannot be recycled from \$40 per section to \$20 per section effective August 17, 2019, for the receiving of these items at the Colchester Transfer Station, seconded by S Soby. Unanimously approved. MOTION CARRIED.

9. Citizen's Comments –none

10. First Selectman's Report

A Shilosky reported that the town was able to buy oil for the whole year at a low point and saved 72k, based on assuming that the consumption amount would be similar to last year. A Shilosky stated that the he needed to change the liaison for the Historic District Committee since D Turner is also on the Historic Board. D Turner stated she would discuss individually with A Shilosky.

11. Liaison Reports

D Turner reported on Ethics Commission – continue to review code of ethics.

Conservation Commission – approved proposed renovations for Valero station on Old Hartford Rd. Approved request for permit extension for Settlers Green for another four years. That will bring the permit to the 14 year cap. Approved request to table a mini store on Hartford Rd. Solar facility proposal tabled. Two permits issued for Chestnut Hill for a pool and shed addition.

R Coyle reported on Commission on Aging – Joe Courtney on 8/19 at 10am will have a forum. 9/3 AARP will have a forum with Needleman and Orange to discuss issues. 11/23 Holiday Fair from 9am-2pm. Need one full member and two alternates. Stats attached.

Open Space – piece of property the commission was discussing is no longer available for open space, the owners decided not to give to the town. Stanavage Rd two subdivision received fee in lieu. Looking into a grant from the Eastern CT Association of Realtors. CT DEEP recreation trails work in progress.

D Mizla reported on Park & Rec – last summer concert will be 8/18 from 3-5p. Raffle tickets still for sale, also can purchase online. President league meeting regarding signage at all 8 fields stating kids are there to play and have fun. Board of Education – R Besaw resigned due to moving. Board elected C McGlynn as vice chair. Application for vacancy cut-off date is 8/16. Interviews will be held next week. WJ fields need more work in the fall and spring. Redesign of kitchen to be more efficient.

12. Adjourn

R Coyle moved to adjourn at 7:27 p.m., seconded by D Turner. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Tricia Dean, Clerk

Attachment:

TVCCA Nutrition Services MOA

Transfer Station Unrecyclable Mattress Fee Adjustment

Commission on Aging report



**N. Maggie Cosgrove
Chief Financial Officer
Finance Department**

Date: August 28, 2019

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: RSM US LLP - Business Associate Agreement – Protected Health Information

Background

RSM US LLP is the independent auditing firm for the Town of Colchester for the fiscal year ended June 30, 2019. The audit services to be provided may involve the use or disclosure of information which meets the statutory definition of Protected Health Information. Under the Standards for Privacy of Individually Identifiable Health Information, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, the Town and the auditing firm must enter into a written business associate agreement with respect to the use and disclosure of Protected Health Information.

Recommendation

Authorize First Selectman to sign the Business Associate Agreement with RSM LLP related to auditing services provided for the fiscal year ended June 30, 2019.

- (d) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. Section 164.501.
- (e) Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" has the meaning assigned to such term in 45 C.F.R. Section 160.103.
- (f) Genetic Information. "Genetic information" has the meaning assigned to such term in 45 C.F.R. Section 160.103.
- (g) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 160.103 and shall include a person who qualifies as the Individual's personal representative in accordance with 45 C.F.R. Section 164.502(g).
- (h) Limited Data Set. "Limited Data Set" shall have the meaning assigned to such term in 45 C.F.R. Section 164.514(e)(2).
- (i) Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Genetic Information shall be considered PHI.
- (j) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.103.
- (k) Secretary. "Secretary" shall mean the Secretary of HHS or his or her designee.
- (l) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. Section 164.304.
- (m) Standard Transactions. "Standard Transactions" shall have the same meaning as the term "standard transactions" in 45 C.F.R. Section 162.103.
- (n) Subcontractor. "Subcontractor" shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- (o) Unsecured Protected Health Information or Unsecured PHI. "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of the technology or methodology specified in regulations or other guidance issued by HHS under Section 13402 of ARRA.

2. **Obligations and Activities of Business Associate**

- (a) General. Business Associate agrees to abide by applicable provisions of the Privacy and Security Rules, in addition to all federal and applicable state laws concerning the confidentiality, privacy, and security of Protected Health Information and Electronic Protected Health Information, and to not use or further disclose Protected Health Information or Electronic Protected Health Information other than as permitted or required by this Agreement or the Privacy and Security Rules, or as Required By Law.
- (b) Privacy Safeguards. Business Associate shall maintain appropriate administrative, physical, and technical safeguards to protect the privacy of Protected Health Information and to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure.

- (c) Safeguarding Electronic PHI. Business Associate shall implement administrative, physical, and technical safeguards that prevent use or disclosure of the Electronic Protected Health Information other than as permitted by the Privacy and Security Rules. Specifically, Business Associate agrees to implement policies and procedures that do the following:
- (i) Prevent, detect, contain, and correct security violations in accordance with the administrative safeguards set forth in 45 C.F.R. Section 164.308;
 - (ii) Limit physical access to electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed in accordance with the physical safeguards set forth in 45 C.F.R. Section 164.310; and
 - (iii) Allow access to electronic information systems that maintain Electronic PHI to only those persons or software programs that have been granted access rights in accordance with the technical safeguards set forth in 45 C.F.R. Section 164.312.
- (d) Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information or Electronic Protected Health Information by Business Associate in violation of the requirements of this Agreement, the Privacy and Security Rules, or other applicable law.
- (e) Subcontractors. Business Associate agrees to ensure that any Subcontractor to whom it provides Protected Health Information or Electronic Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information in accordance with 45 C.F.R. Sections 164.308(b)(2), 164.502(e)(1)(ii), and 164.504(e)(5).
- (f) Access to PHI. Business Associate agrees to provide access to Protected Health Information in a Designated Record Set, in the manner required by law, in order to meet the requirements under 45 C.F.R. Section 164.524. Business Associate shall provide a copy to Covered Entity or, alternatively, to the Individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the Individual or Covered Entity.
- (g) Amendment of PHI. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 C.F.R. Section 164.526 that Covered Entity directs or agrees to pursuant to the Privacy and Security Rules, in the manner required by law.
- (h) Audits. For purposes of determining compliance with the Privacy and Security Rules, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in the time and manner determined by the Secretary. Business Associate shall retain books and records relating to its use and disclosure of Protected Health Information on Covered Entity's behalf for six (6) years from the date the information is last used or relied upon.
- (i) Documenting Disclosures. Business Associate agrees to document such disclosures of Protected Health Information 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 Protected Health Information in accordance with 45 C.F.R. Section 164.528.

- (j) Accounting. Business Associate agrees to provide to Covered Entity, upon request and in the time and manner required by law, an accounting of disclosures of an individual's Protected Health Information, collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Business Associate may impose a reasonable fee for such accounting in accordance with 45 C.F.R. Section 164.528(c).
- (k) Standard Transactions. If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.
- (l) Reporting Privacy Breaches. Business Associate agrees to report to Covered Entity in writing any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware as soon as practicable of its becoming aware and will take reasonable action necessary to prevent and minimize damage to any Individual and to prevent any future such occurrences. If the unauthorized use or disclosure qualifies as a Breach, Business Associate agrees to comply with the notification provisions in Section 2(n).
- (m) Reporting Security Incidents. Business Associate agrees to report any Security Incident as soon as practicable after becoming aware of such incident. However, certain low risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual Breach of security, and remain within the normal incident level:
- Pings on the firewall;
 - Port scans;
 - Attempts to log onto a system or enter a database with an invalid password or username;
 - Denial-of-service attacks that do not result in a server being taken off-line; and
 - Malware, such as worms or viruses.
- (n) Notification of Breach. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity within 60 calendar days after discovery of the Breach in accordance with 45 C.F.R. Section 164.410, as amended. The notification shall include the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during the Breach. Business Associate shall provide Covered Entity with any other available information that Covered Entity requires in order for Covered Entity to notify, pursuant to HHS regulations, the affected Individuals.
- (o) Prohibition on Sale of Records. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI or Electronic PHI of any Individual unless Business Associate or Covered Entity obtains from the Individual, in accordance with 45 C.F.R. Section 164.508, a valid authorization that includes a specification of whether the PHI or Electronic PHI can be further exchanged for remuneration by the entity receiving PHI or Electronic PHI of that Individual, except as otherwise allowed under ARRA.
- (p) Training. Business Associate shall provide training as to the applicable Privacy and Security Rules to all of its employees who will handle or be responsible for handling PHI or Electronic PHI on behalf of Covered Entity.

3. **Permitted Uses and Disclosures by Business Associate**

3.1 **General Use and Disclosure**

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.

3.2 **Specific Use and Disclosure Provisions**

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information and Electronic Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held 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).
- (c) Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI and Electronic PHI to provide data aggregation services relating to the health care operations of Covered Entity, as permitted by 42 C.F.R. Section 164.504(e)(2)(i)(B).
- (e) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 C.F.R. Section 164.514(a)-(c). Business Associate may use PHI: (i) to de-identify the information or create a Limited Data Set in accordance with 45 C.F.R. Section 164.514; (ii) pursuant to an individual authorization in accordance with 45 C.F.R. Section 164.508; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. Section 164.502(j)(1); and (iv) as otherwise authorized in writing by Covered Entity.

4. **Obligations of Covered Entity**

4.1 **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- (a) Covered Entity shall notify Business Associate, in writing, of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI and Covered Entity shall provide Business Associate with a copy of the notice of privacy practices that Covered Entity maintains, as well as any changes to that notice.
- (b) Covered Entity shall provide Business Associate with notice, in writing, of any changes in, or revocation of, permission by Individuals to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

- (c) Covered Entity shall notify Business Associate, in writing, of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522. Business Associate agrees to conform to any such restriction.
- (d) Covered Entity acknowledges that it shall provide to, or request from, Business Associate only the minimum Protected Health Information necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.

4.2 Permissible Requests by Covered Entity

Covered Entity represents and warrants that it has the right and authority to disclose Protected Health Information to Business Associate for Business Associate to perform its obligations and provide services to Covered Entity, and Business Associate's use of the Protected Health Information to perform its obligations and provide services to Covered Entity requested by Covered Entity does not, to the extent Business Associate acts within the scope of any such request(s) and this Agreement, violate the Privacy and Security Rules, Covered Entity's privacy notice, or any applicable law. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

5. Termination

- (a) Term. This Agreement shall be effective beginning on the Effective Date and shall terminate when all of the Protected Health Information, in any form, received from, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; provided, however, that, if it is not feasible to destroy the Protected Health Information or to return the Protected Health Information to Covered Entity, protections shall be extended to such information, in accordance with the provisions of subsection (c) below.
- (b) Termination for Cause. Notwithstanding any other provision of this Agreement, if either party discovers or obtains knowledge of a failure by the other party to perform its duties under this Agreement or other material breach of the provisions of this Agreement (hereinafter collectively referred to as a "Material Breach"), the discovering party shall provide a period of 30 business days for the breaching party to cure the Material Breach; provided, however, that, if the breaching party does not cure the Material Breach within such 30-day period, the discovering party shall terminate this Agreement at the end of such 30-day period; and provided, further, that, if cure of such Material Breach is not possible, the discovering party shall terminate this Agreement immediately upon its receipt of knowledge of such Material Breach. Notwithstanding the foregoing, if neither termination nor cure are feasible, the discovering party shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information and Electronic Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, at the direction of Covered Entity. Business Associate shall retain no copies of the Protected Health Information and Electronic Protected Health Information.

- (2) In the event Business Associate determines that returning or destroying the Protected Health Information or Electronic Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such Protected Health Information or Electronic Protected Health Information for so long as Business Associate maintains such Protected Health Information or Electronic Protected Health Information. Following the termination of this Agreement, Business Associate shall not disclose Protected Health Information or Electronic Protected Health Information except to Covered Entity or as Required By Law.

6. **Miscellaneous**

- (a) **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) **Amendment.** This Agreement may be amended upon the mutual written agreement of the parties. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information or Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, and by mutual agreement, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate this Agreement on thirty (30) days written notice to the other party.
- (c) **Survival.** The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.
- (d) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the Privacy and Security Rules. In the event of any inconsistency or conflict between this Agreement and any other agreement between the parties, the terms, provisions and conditions of this Agreement shall govern and control.
- (e) **No Third Party Beneficiary.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) **Indemnification.** Each party shall indemnify and hold harmless the other party and its affiliates and their respective partners, principals, directors, officers, employees, agents, and subcontractors from and against any claim, cause of action, liability, damage, penalty, fine, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or relating to any act, omission, or breach by such party in connection with this Agreement. Business Associate is entitled to rely on all instructions, communications, and other directions from Covered Entity concerning disclosure of Protected Health Information or Electronic Protected Health Information.
- (g) **Limitation of Liability.** Business Associate's total liability relating to this Agreement and the underlying services agreement shall be limited as set forth in the underlying services agreement.

- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, to the extent not preempted by federal law. The parties hereby submit to the exclusive personal and subject matter jurisdiction and venue of the courts in such state and agree to waive the defense of an inconvenient forum.

- (i) Compliance with Laws and Policies. Business Associate shall comply with all applicable federal and state laws and regulations during the term of this Agreement and, to the extent provided in Section 6 of this Agreement, after the termination thereof, including without limitation: (1) the Privacy and Security Rules, the Security Standards, and the Breach Notification Standards; and (2) state privacy or security laws, rules, and regulations that apply to Protected Health Information (that are not preempted by the Privacy and Security Rules), the Security Standards, or the Employee Retirement Income Security Act of 1974, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

COVERED ENTITY:

Town of Colchester, Connecticut

By: _____

Its: _____

Date: _____

BUSINESS ASSOCIATE:

RSM US LLP

By: Scott A. Bassett

Its: Partner

Date: July 29, 2019



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: August 28, 2019
Re: YSB Enhancement Grant

Recommended Motion

Approve the application for the YSB Enhancement Grant and authorize the First Selectman to sign all necessary documents.

- 1) The purpose of the YSB Enhancement Grant program is to assist municipalities and private youth-serving organizations designated to act as agents for municipalities in establishing, maintaining or expanding such youth service bureaus. See Connecticut General Statutes, Section 10-19n. Services that may be provided include:
 - 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;
 - prevention programs including pregnancy, suicide, violence, alcohol and drug
 - recreational/enrichment activities;
 - programs that develop positive youth involvement.



STATE OF CONNECTICUT
DEPARTMENT OF CHILDREN AND FAMILIES

To: Youth Service Bureau Directors

From: Steven Smith, Program Supervisor

Date: July 31, 2019

Subject: **Youth Service Bureau 2019-2021 Enhancement Grant Funding**

As you are all aware, passage of the State Fiscal Year 2020 State budget included increased funding for enhancement of the Youth Service Bureau program. Again in an effort to be mindful of the funding constraints that each Bureau is under, the Department is committed to finalizing the enhancement 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 for these enhancement funds as much as possible to ensure that we are utilizing a process familiar to each Bureau.

Enhancement funds will be distributed once the SFY 2020 Grant Applications are processed and approved. The purpose of these enhancement funds is to enhance existing direct services to youth in the areas of:

- **Individual and Group Counseling**
- **Parent Training and Family Therapy**
- **Work Placement and Employment Counseling**
- **Alternative and Special Education Programs**
- **Juvenile Review Boards**
- **Recreational and Youth Enrichment Programs**
- **Outreach Program**
- **Prevention Programs, including youth pregnancy, youth suicide, violence and alcohol and drug prevention**
- **Positive Youth Development Programs**

Funds can also be used for maintenance fees associated with use of a web-based data collection tool. As per Connecticut general Statute Section 10-19q, funds will be distributed based on the municipality population size (gathered from the most recent (2017) Connecticut State Census). Specific allocations can be found in Attachment A.

Grant funds may be utilized to offer youth any or all of the program services outlined in Connecticut general Statute 10-19m.

Grant funds may not supplant already existing funding for the same program services. In order to facilitate funds for distribution, please submit the following:

1. One (1) page Abstract indicating which direct service option will be supported by the funds (See Attachment B).

2. Budget and Budget Narrative for the use of funds in SFY 2020 (see Attachment C).

The application (Abstract, Budget and Narrative), must be received, via email only, by **3:00PM** on **August 23, 2019** to:

Mail/Deliver: Steve Smith, Program Supervisor
Connecticut State Department of Children and Families
Email: STEVEN.SMITH@ct.gov

If you have any questions, please contact Steve Smith.

**YOUTH SERVICE BUREAU ENHANCEMENT GRANT PROGRAM
State Fiscal Year 2020
(July 1, 2019-June 30, 2020)**

DUE: August 23, 2019

Direct Service Option: Prevention Programs, PYD Programs, Individual and Group Counseling

Project Director: Valerie Geato

Applicant Organization: Colchester Youth Service Bureau

Total Funds Requested: \$8,588

Funding Source: YSB Enhancement Grant

Beginning Date: 7/1/19 **Ending Date:** 6/30/20

ACTIVITIES:

1) Students in grades 7 and 11 will participate in a teen dating violence prevention program. Healthy Relationships is a 5- session program facilitated by Safe Futures CT and introduces students to appropriate interpersonal skills and includes lessons on: the importance of learning to set boundaries, qualities of friends, conflict resolution, dating violence and Sexual Harassment and sex assault.

2) Substance Abuse counseling will be offered to students at the middle and high school for students who self-refer or are referred by school support staff and also utilized as an alternative to discipline in some cases. Counselors will also provide classroom based education on vaping, addiction, and adolescent brain development.

3) Additional positive youth development programs provided by part time staff

OUTCOME MEASURES:

1) 75% of Students who participate in the Healthy Relationships program will report increase in knowledge, satisfaction with program and instructors and will report being better off because of participating.

2) 25 youth will participate in school based substance abuse counseling and at least 200 middle and high school students will be involved in classroom based education related to current ATOD trends.

3) 75 kids will be able to participate in positive youth development programs and will report increased social skills, problem solving and program satisfaction

ANTICIPATED # OF YOUTH SERVED:

Ages 16-18:	<u>125</u>
Ages 16 & Under:	<u>300</u>

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 – Expenses

Account Code/Name	Description	Line Item Total
300	Substance Abuse Counseling Services (contract with Project Courage)	3,040
	Healthy Relationships/Dating Violence classes contract with Safe Futures	2,500
500	Additional hours for part time staff to implement positive youth development programs	3,048

**YOUTH SERVICE BUREAU ENHANCEMENT GRANT PROGRAM
State Fiscal Year 2020
(July 1, 2019-June 30, 2020)**

DUE: August 23, 2019

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			
200	PERSONAL SERVICES/EMPLOYEE BENEFITS			
300	PURCHASES PROFESSIONAL/TECHNICAL SVCS	5540		
400	PURCHASED PROPERTY SERVICES			
500	OTHER PURCHASED SERVICES	3048		
600	SUPPLIES			
700	PROPERTY			
800	DEBT SERVICE AND MISCELLANEOUS			
	TOTAL	8,588		

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

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.

Authorized Signature

Date

Art Shilosky, First Selectman

Typed Signature

8/16/19

Date

**YOUTH SERVICE BUREAU ENHANCEMENT GRANT PROGRAM
State Fiscal Year 2020
(July 1, 2019-June 30, 2020)**

DUE: August 23, 2019

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

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 _____ 8/16/19
 Authorized Signature Date

Valerie Geato _____ 8/16/19
 Typed Signature Date

sent preliminarily to be replaced w/ aut signatur

FY 18/19

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Finance


Reason for Request: Payout of accrued leave time for unanticipated retirements of two employees in the Finance department during the fiscal year ended 6/30/19 (February and June). An Interim Director of Finance provided services three days per week from February through June.

Reason for Available Funds: Contingency funds included in adopted budget

From:	Account Number	Account Name	Amount
	11110-50900	Contingency	3,945


To:	Account Number	Account Name	Amount
	11301-40101	Finance - Regular Salaries	3,945

Aug 28, 2019
Date Requested


Department Director or Supervisor - Signature

Print Name N. Maggle Cosgrove, CFO

8/28/19
Date Reviewed


Chief Financial Officer

8/29/19
Date Approved


First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Fy 18/19

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Insurances

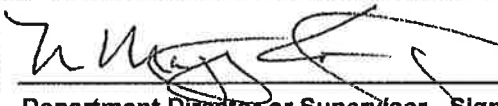
Reason for Request: Additional workers compensation insurance premiums associated with FY 2017-2018 workers compensation payroll audit

Reason for Available Funds: Contingency funds included in adopted budget

From:	Account Number	Account Name	Amount
	11110-50900	Contingency	1,206

To:	Account Number	Account Name	Amount
	11701-41260	Insurance - Workers Compensation	1,206

Aug 28, 2019
Date Requested

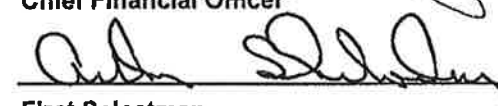

Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

8/28/19
Date Reviewed


Chief Financial Officer

8/29/19
Date Approved


First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk