



**Thames Valley Council  
for Community Action, Inc.**

Partnering for Prosperous Communities Since 1965

To: Mary Bylone  
First Selectman

From: Eugene Theroux  
Director of Nutrition Services  
Thames Valley Council for Community Action, Inc.  
TVCCA Senior Nutrition Program

Re: Memo of Agreement for FY 2020-2021

Hello First Selectman Bylone,

This letter serves as a change in the MOA for FY 2019-2020 to reflect the following:  
From July 1, 2020 to June 30, 2021 the monetary reimbursement for the cost of the Site Server's wages and fringe costs will be at the rate of \$13.96/hour for 20 hours a week. The rate change reflects the Connecticut minimum wage increase effective September 1, 2020.

Thank you for our continued partnership between Colchester Senior Center and TVCCA. I know the service we provide to the residents of Colchester with the Café meals program at the Senior Center and the Meals on Wheels program that provides meals to our homebound seniors, goes a long way in making their lives more wholesome. With the benefit of a good meal, wellness check and the opportunity of socialization we are working together to reduce individual isolation and help our seniors age in place.

I look forward to questions or further discussions in order to maintain our mutually beneficial relationship.

Sincerely,

Eugene Theroux  
TVCCA Director of Nutrition Service

Senior Nutrition Program, 81 Stockhouse Road, Bozrah, CT 06334

Administrative Office - One Sylvandale Road, Jewett City, CT 06351 | P: 860.889.1365 F: 860.376.8782  
Norwich Office - 401 West Thames Street, Unit 201, Norwich, CT 06360 | P: 860.889.1365 F: 860.885.2738  
New London Office - 83 Huntington Street, New London, CT 06320 | P: 860.444.0006 F: 860.444.0059  
[www.tvcca.org](http://www.tvcca.org)



## Memorandum of Agreement TVCCA Nutrition Services

Partner 1: **Thames Valley Council for Community Action, Inc.**  
Partner 2: **Town of Colchester/Colchester Senior Center**  
Agreement Period: **July 1, 2020 to June 30, 2021**

This Memorandum of Agreement (MOA) is entered into and made effective as of this **1<sup>st</sup> day of July 2020** (the “Effective Date”), by and between **Thames Valley Council for Community Action, Inc. (TVCCA)**, with administrative offices at One Sylvandale Road, Jewett City, CT 06351, and **Town of Colchester**, with administrative offices at 127 Norwich Avenue, Colchester, CT 06415, with respect to specified services to be provided for the **Colchester Senior Center** at 95 Norwich Avenue, Colchester, CT 06415.

### **I. Purpose and Background**

This document outlines the mutually agreed upon responsibilities of **TVCCA** and **Town of Colchester/Colchester Senior Center** to cooperatively coordinate and arrange for a weekday, congregate lunch meal for senior citizens, providing nutrition and socialization to senior citizens living in the town of Colchester, CT, that together will make the partnership a success.

**TVCCA** is New London County’s private, 501(c)(3) non-profit Community Action Agency. Its mission is to improve the overall well-being of individuals and families in need within its service area by: fostering their self-esteem, respect, independence, confidence, personal growth and self-sufficiency; promoting community awareness, input and ownership of societal problems; and providing a broad spectrum of comprehensive, quality services. When incorporated in 1965, TVCCA operated one program – it now operates 28 programs that serve low-income, at risk individuals and families of all ages.

It is the mission of the **Town of Colchester’s Senior Services Department** to support older adults by providing programs and services designed to promote their independence, health, wellness and overall quality of life. The **Colchester Senior Center** is a community resource dedicated to engaging, enriching and empowering the lives of seniors.

**TVCCA** and **Town of Colchester/Colchester Senior Center** do mutually agree to the following:

### **II. Services**

Provide all meal components and serve a weekday hot meal to residents 60 years and older.

#### **A. TVCCA agrees to provide the following:**

1. Be responsible for providing nutritious congregate lunch meals and all necessary disposable ware (5) days per week (excluding federal holidays).
2. Employ and train a **TVCCA** staff member as Site Server to heat and serve the meals in accordance with all local, state and federal regulations. Training shall be provided at least quarterly.
3. Be responsible for obtaining and managing the contract and billing with Senior Resources Agency on Aging (SRAA) to ensure the service is available to seniors.

4. Secure and maintain all licenses necessary to serve the congregated meal.
5. Be responsible for the purchase and maintenance of 1 refrigerator to be used by **TVCCA** for the provision of congregated meals at the **Colchester Senior Center**.

**B. Town of Colchester/Colchester Senior Center** agrees to provide the following:

1. Monetary reimbursement for the cost of the Site Server's wages and fringe costs at a rate of **\$13.96/hour from 7/1/2020 – 6/30/2021**.
2. Space, custodial services, equipment, including maintenance thereof (with the exception of the refrigerator owned by **TVCCA** referenced above), facility maintenance, trash removal, heat and utilities.
3. A comfortable dining area for meal service with tables and chairs to accommodate all seniors who wish to participate in the congregated lunch meal.

**III. Period of Agreement**

The **Partners** shall commence performance of this Agreement on the **1<sup>st</sup> day of July, 2020** and shall continue performance through the **30<sup>th</sup> day of June, 2021**, unless otherwise specified.

**IV. Contacts**

Communications should be directed to the following contacts:

TVCCA Program/Activities

Eugene Theroux, Director  
TVCCA Nutrition Services  
860-934-1002  
etheroux@tvcca.org

TVCCA Agreement

Dawn Cwynar, Executive Assistant to Deb Monahan  
Thames Valley Council for Community Action, Inc.  
860-425-6503  
dcwynar@tvcca.org

Colchester Senior Center Program/Activities

Patricia A. Watts, Director of Senior Services  
Colchester Senior Center  
860-537-3911  
pwatts@colchesterct.gov

Town of Colchester Agreement

Mary Bylone, First Selectman  
Town of Colchester  
860-537-7220  
selectman@colchesterct.gov

**V. Reporting**

No reporting is required in execution of this Agreement.

**VI. Payment for Services**

- A. Payment Provisions: **Colchester Senior Center** agrees to pay **TVCCA** for the services provided and as described under this Agreement up to a maximum amount of **\$14,518.40** for serving staff as specified in Section 'II. Services' for the entire Agreement period.
- B. Invoicing: **TVCCA** Accounts Receivable Department shall provide an invoice on a monthly basis to **Colchester Senior Center**.
- C. Payment Schedule: Payment shall be released by **Colchester Senior Center** within thirty (30) days of receipt of invoice.

**VII. Program Evaluation and Quality Assurance Compliance:**

- A. On-site monitoring of **Colchester Senior Center** by a **TVCCA** Site Manager shall occur quarterly.
- B. The performance of **TVCCA** and **Colchester Senior Center** in the provision of the services specified in Section 'II. Services' shall be reviewed and evaluated at least annually by SRAA staff. Such reviews may be performed by visual safety assessments, examination of client records, service logs, other documents and reports, and a meeting with site staff and/or clients.
- C. Clients shall participate in a satisfaction survey for the Congregate Meal Program provided by **TVCCA**.

**VIII. Inclement Weather:**

- A. **TVCCA** takes pride in providing services, while ensuring the safety of its staff. In the event of inclement weather, **Colchester Senior Center** shall contact **TVCCA Nutrition Services** the day of by 7:00 am to confirm closing and/or coordinate any changes to meal delivery. Further inquiries may be addressed by calling 860-886-1720.
- B. In the event of inclement weather, **TVCCA** reserves the right to close or delay the opening of the Senior Nutrition Program. **Colchester Senior Center** Director's contact information has been entered in an "All Call" system. An automated message shall be sent through the All Call system to the center by 7:00 am the day of, stating the status of the **TVCCA** Senior Nutrition Program.
  1. It is the responsibility of the **Colchester Senior Center** to maintain current contact information, to ensure communication is effective in such situations.

**IX. Terms and Conditions**

A. Safeguarding Client Information:

Each **Partner** shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Agreement with all applicable federal and state law concerning confidentiality.

B. Reporting of Client Abuse or Neglect:

Each **Partner** shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).

C. Indemnification:

1. Each **Partner** shall indemnify, defend and hold harmless the other **Partner**, including its officers, representatives, agents, directors, employees, successors and assigns, from and against any and all claims, liabilities, actions, losses, costs, judgments, fines, amounts paid in settlement or expenses, including without limitation, any reasonable legal, accounting and other expenses of experts or third party professionals for defending any actions or threatened actions, including any appeals, arising from or proximately caused by any act or omission connected with the indemnifying **Partner's** obligations and performance pursuant to this Agreement.
2. Each **Partner's** indemnification obligations under this section are conditioned upon the indemnified **Partner**: (i) promptly notifying the indemnifying **Partner** of any claim in writing; (ii) cooperating with the indemnifying **Partner** in the defense of the claim; and (iii) granting the indemnifying **Partner** sole control of the defense or settlement of the claim.
3. This section is intended to survive the termination or expiration of this Agreement. The obligations contained herein are in no way limited, relieved or abated by reason of any insurance coverage, including as otherwise provided for in this Agreement.

D. Insurance:

Each **Partner** is responsible for maintaining, at its sole cost, adequate insurance providing coverage for any and all: (i) claims by its employees under workers' compensation and state disability acts; (ii) claims for damages due to bodily injury, sickness, disease, or death which arise out of its negligent acts or omissions; and (iii) claims for damages due to injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, which arise out of its negligent acts or omissions.

E. Compliance with Law and Policy, Facility Standards and Licensing:

The **Partners** shall comply with all pertinent federal, state and local laws, OSHA regulations, local health reporting and licensing requirements and supply documentation of such compliance to the relevant Program/Activities Contact as is necessary.

F. Record Keeping and Access:

The **Partners** 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 Agreement. These records shall be made available upon request for administrative review or audit by authorized representatives of the administering agency. The **Partners** shall retain all such records concerning this Agreement for a period of three (3) years and three (3) months after the end of the fiscal year to which they pertain.

G. Protection of Personal Information:

Each **Partner** shall implement and maintain electronic and physical data security practices for the protection of Personal Information.

H. Non-discrimination:

**Colchester Senior Center** in accordance with the legal, contractual and moral obligations recognized by and binding upon **TVCCA**, agrees and warrants that in the performance of the Agreement, it too is prohibited from discriminating or permitting 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 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.

X. Agreement Amendment and Termination

- A. This Agreement will be reviewed and signed on an annual basis by both **Partners**. This Agreement may only be revised or otherwise altered in any respect upon mutual written agreement, signed by both **Partners**.
- B. This Agreement may be terminated by either **Partner** upon notice in writing at least 60 days prior to the date of termination.

In Witness Whereof, this Memorandum of Agreement was signed by both **Partners** and made effective as of the Effective Date.

Thames Valley Council for Community Action, Inc.

Town of Colchester/Colchester Senior Center

  
\_\_\_\_\_  
Deborah Monahan  
Chief Executive Officer

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Bylone  
First Selectman

\_\_\_\_\_  
Date