



# TOWN OF MONROE

## TOWN COUNCIL

### AGENDA

Session # 2023-03

Regular Meeting - Monday, February 13, 2023 – 7:00 P.M.

**HYBRID PUBLIC MEETING**

**TOWN HALL COUNCIL CHAMBERS & UTILIZING ELECTRONIC EQUIPMENT**

**THIS MEETING MAY BE ACCESSED BY THE PUBLIC EITHER IN-PERSON OR ELECTRONICALLY IN REAL-TIME AS SET FORTH HEREIN BELOW**

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**NOTICE: THIS MEETING WILL BE CONDUCTED IN PART VIA ELECTRONIC EQUIPMENT PURSUANT TO CONNECTICUT LAW**

All participants may attend in-person or remotely as follows:

- Via computer, tablet or smartphone at this link:

<https://us06web.zoom.us/j/81272221484?pwd=WTRmbUJNbnVBNzBwOXF2Z2NsUXh4QT09>

- Via phone at: 1-929-205-6099

Meeting ID: 812 7222 1484

Passcode: 052635

Please note:

- This meeting will be recorded and made available on the Town's website pursuant to state law.
- If you are attending remotely, please remember to mute your microphone unless you are speaking.
- Anyone participating remotely should state their name and title, if applicable, at the outset of each occasion that such a person is speaking.
- All votes taken during which any member of this body is participating remotely shall be taken by roll call, unless the vote is unanimous.
- The chat feature will not be utilized nor considered during this meeting.

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**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. FIRST SELECTMAN'S BUDGET PRESENTATION**

**IV. CONSENT CALENDAR**

- A.** Approval of the minutes of the Town Council Regular Meeting held on January 23, 2023 (Session 2023-02).
- B.** Acceptance of the donations received for the following programs:

- Community & Social Services: \$660.00
- Community Emergency Response Team: \$35.00
- Edith Wheeler Memorial Library: In-kind donation of 2 DVDs, 5 books, 7 puzzles
- Emergency Medical Services: \$645.00
- Farmers' Market: \$70.00
- Food Pantry: \$6,395.00
- Police Department: \$700.00
- Project Warmth: \$796.00

**C. Resolution #23-018: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the following Performing Artist Engagement Agreements, as well as any associated documents by and between the following parties:

1. KSF-A Tribute to Kansas, Styx & Foreigner
2. Abba Mia - Larger than Life-Edwin Ortega
3. Ticket to Ride-The Tribute Ron Cataldi
4. Charles Davis-American Honey
5. Shameless-William McKiernan (AudioProCT, LLC)
6. The Magic of Illusionist-David Garrity

**BE IT FURTHER RESOLVED**, that the First Selectman is authorized to amend these agreements as may be necessary for, and limited to, the rescheduling of performance dates.

**D. Resolution #23-024: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, and any other Town officials required as signatories, are authorized to execute and deliver on behalf of the Town of Monroe, the Epidemiology and Laboratory Capacity (ELC) Enhancing Detection through Coronavirus Response and Relief (CRR) Supplemental Funds for Local Health Department/District Program Agreement by and between State of Connecticut Department of Public Health for the ELC2 Program.

## **V. COMMUNICATIONS**

- A.** Memo from the First Selectman to the Town Council Chair dated February 9, 2023 regarding donations for various departments and programs.
- B.** Memo from the First Selectman to the Town Council Chair dated February 9, 2023 regarding various Performing Artist Engagement Agreements.
- C.** Letter of Opinion from the Town Attorney to the First Selectman dated February 9, 2023, 2023 regarding various Performing Artist Engagement Agreements.
- D.** Memo from the First Selectman to the Town Council Chair dated February 9, 2023 regarding Authorization Resolution for Janney Montgomery Scott.
- E.** Letter of Opinion from the Town Attorney to the First Selectman dated February 9, 2023, 2023 regarding Authorization Resolution for Janney Montgomery Scott.
- F.** Memo from the First Selectman to the Town Council Chair dated February 9, 2023 regarding the Epidemiology and Laboratory Capacity (ELC) Enhancing Detection through Coronavirus Response and Relief (CRR) Supplemental Funds for Local Health Department/District Program Agreement.
- G.** Memo from the Town Attorney to the First Selectman dated February 9, 2023 regarding the Epidemiology and Laboratory Capacity (ELC) Enhancing Detection through Coronavirus Response and Relief (CRR) Supplemental Funds for Local Health Department/District Program Agreement.
- H.** Letter from the First Selectman to the Town Council, Board of Finance and Legal Voters of the Town of Monroe dated February 9, 2023 regarding the recommendation of a bonding resolution for Road Construction and Reconstruction Phase 9.

- I. Letter from the First Selectman to the Town Council, Board of Finance and Legal Voters of the Town of Monroe dated February 9, 2023 regarding the recommendation of a bonding resolution for Fire Apparatus & Safety Equipment.
- J. Letter from the First Selectman to the Town Council, Board of Finance and Legal Voters of the Town of Monroe dated February 9, 2023 regarding the recommendation of a bonding resolution for Trucks & Equipment for the Public Works and Parks & Recreation departments.
- K. Memo from the First Selectman to the Town Council Chair dated February 9, 2023 regarding Resolutions Regarding Bonding Authorizations.
- L. Memo from the First Selectman to the Town Council Chair dated February 9, 2023 regarding the Calling for a Town Meeting.
- M. Memo from the First Selectman to the Town Council Chair dated February 9, 2023 regarding additional Settlement Agreements resolving opioid litigation.
- N. Letter of Opinion from the Town Attorney to the First Selectman dated February 9, 2023, 2023 regarding additional Settlement Agreements resolving opioid litigation.
- O. Memo from the First Selectman to the Town Council Chair dated February 9, 2023 regarding Engagement Agreement with Blue Sky Fireworks.
- P. Letter of Opinion from the Town Attorney to the First Selectman dated February 9, 2023, 2023 regarding Engagement Agreement with Blue Sky Fireworks.
- Q. Memo from the Town Council Chair to the Town Council dated February 9, 2023, 2023 regarding budget workshop meetings.

**VI. PUBLIC PARTICIPATION**

**VII. APPOINTMENTS**

None

**VIII. ACTION ITEMS**

- A. Town Council Committee on Finance, Education, Health & Public Safety Matters
- B. Town Council Committee on Planning & Zoning, Public Works and Park & Recreation Matters
- C. Town Council Committee on Legislative & Administrative Matters
- D. Strategic Planning Committee
- E. EMS Building Committee
- F. Open Space Preservation and Acquisition Committee
- G. First Selectman's Update

**IX. UNFINISHED BUSINESS**

- A. St. Jude School Property and Community Center Project Update (Executive Session Anticipated to discuss pending contract negotiations regarding the purchase of real estate.)

**X. NEW BUSINESS**

- A. Acceptance of the following donations that individually exceed \$1,500.00:
  - \$3,012.18 from the Friends of the Edith Wheeler Library for the EWML.
  - \$10,000 from Robert Fahr for the Food Pantry and Project Warmth.
- B. **Resolution #23-019:** To consider and act upon a resolution regarding individuals authorized to transact on the Town's Janney Montgomery Scott LLC account.
- C. **Resolution #23-020:** To consider and act upon a resolution to approve and recommend for adoption by the Town a Resolution authorizing an appropriation of \$1,020,000 for a road

construction and reconstruction phase 9 project and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$1,020,000 to finance the appropriation.

- D. Resolution #23-021:** To consider and act upon a resolution to approve and recommend for adoption by the Town a Resolution authorizing an appropriation of \$1,195,000 for the purchase of fire apparatus and safety equipment and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$1,195,000 to finance the appropriation.
- E. Resolution #23-022:** To consider and act upon a resolution to approve and recommend for adoption by the Town a Resolution authorizing an appropriation of \$745,000 for the purchase of trucks and equipment for the departments of public works and parks and recreation and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$745,000 to finance the appropriation.
- F. Resolution #23-023:** To consider and act upon a resolution Calling for a Town Meeting.
- G. Resolution #23-025:** To consider and act upon a resolution regarding additional settlement agreements resolving opioid litigation.
- H. Resolution #23-026** To consider and act upon a resolution regarding an Engagement Agreement with Blue Sky Fireworks.

## **XI. PUBLIC PARTICIPATION**

## **XII. ADJOURNMENT**

### **GUIDELINES FOR PUBLIC PARTICIPATION**

Anyone who desires to address the Council must adhere to the following rules of participation:

- At the start of Public Participation, the Chair or Moderator shall ask all persons desiring to participate to identify yourself by name, one at a time.
- The Chair or Moderator shall create a list of identified participants and shall, in their sole discretion, recognize each by name one at a time.
- Upon recognition, each participant shall state their full legal name and address for the record.
- All participants shall speak clearly in a civil, non-argumentative and respectful manner.
- Comments shall be limited to three (3) minutes.
- Comments shall be directed to the Council as a whole & not to any single member, individual or entity.
- The Chair may alter these rules from time to time, in his sole discretion.

Failure to comply with the rules or any other conduct which is disruptive to the proceedings shall result in removal from the meeting.

Second Public Participation: Anyone who desires to address the Council during Second Public Participation must adhere to the rules of Public Participation as aforesaid except that comments shall be strictly limited to unresolved matters of Unfinished Business or New Business on that day's agenda.



# TOWN OF MONROE

## TOWN COUNCIL

### MEETING MINUTES

Session # 2023-02

Regular Meeting - Monday, January 23, 2023 – 7:00 P.M.

Meeting conducted in Council Chambers of Town Hall & Remotely via Zoom

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**PRESENT:** Chairperson Jonathan Formichella  
Vice-Chairperson Enid Lipeles  
Councilmember Jessica Katuska (**remotely**)  
Councilmember Dee Dee Martin  
Councilmember Jason Maur  
Councilmember Sean O'Rourke  
Councilmember Kevin Reid (**remotely**)  
Councilmember Terry Rooney (**remotely**)  
Councilmember Dona-Lyn Wales

**ABSENT:** None

**ALSO PRESENT:** First Selectman Kenneth M. Kellogg  
Town Attorney Frank Lieto

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#### I. PLEDGE OF ALLEGIANCE

**Formichella** called the meeting to order at 7:023 PM and led with the Pledge of Allegiance.

#### II. ROLL CALL

**Formichella** took the roll call as noted above.

**Motion by Formichella** to amend the agenda and add "St. Jude Property & Community Center Project Update – Executive Session Anticipated," as item "A" under "Unfinished Business"

**Second: Lipeles**

**Discussion: Maur** asked the Town Attorney if there were any restrictions to adding an executive session to the agenda.

**Lieto** stated that he was unable to find any such prohibition and therefore the motion was appropriate.

**Motion passed 9-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

**Formichella** stated that the Consent Calendar, item E, Resolution #23-009 has a typographical error and is amended to indicate a term ending February **24**, 2026, and the Consent Calendar is amended to reflect the correct date.

**Formichella** stated that agenda, Appointments item A, Resolution #23-016 has an incorrect term ending which should be October 21, **2023**. He noted that the draft resolution is correct and that this change is to the agenda only.

**Formichella** used his discretion to move item A under New Business next in the agenda.

#### IX. NEW BUSINESS

**A. Recognition of Elisavet "Ellie" Mendez as the 2023 Kid Governor.**

**Kellogg** stated that he was proud to have Ellie Mendez from Monroe Elementary elected by her peers across the state as the 2023 Connecticut Kid Governor, and that he and Superintendent Kobza attended her inauguration on January 20, 2023. Mendez' campaign video was played which highlighted her platform to address anxiety and depression. **Kellogg** invited **State Rep. Tony Scott** and **Superintendent Joe Kobza** to join him as **Kellogg** presented Mendez a Proclamation declaring today Kid Governor Ellie Mendez Day in the Town of Monroe. **Scott** presented Mendez with a Town of Monroe pin that is traditionally given to Monroe elected officials.

**Formichella** then resumed the order of the agenda.

### III. CONSENT CALENDAR

**Formichella** passed the Consent Calendar as amended:

- A. Approval of the minutes of the Town Council Regular Meeting held on January 9, 2023 (Session 2023-01).
- B. Acceptance of the donations received for the following programs:
  - EWML: \$259.96 & In-Kind donation of 10 books and 15 puzzles
  - EMS: \$375.00
- C. **Resolution #23-007: RESOLVED**, that the 2023 Radio Community Service Grant Agreement and Certification of Eligibility dated October 1, 2022, by and between the Corporation for the Public Broadcasting (CPB) and the Town of Monroe and WMNR-FM are hereby approved and that Kenneth M. Kellogg, First Selectman and Kurt Anderson, General Manager of WMNR- FM are authorized to execute the agreement on behalf of the Town of Monroe as Licensee and WMNR-FM as Grantee, respectively.
- D. **Resolution #23-008: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Notice of Exercise of Tenant's Option to Renew Lease and any associated documents by and between 731 Main Street, LLC, for 5-year term lease renewal.
- E. **Resolution #23-009: RESOLVED**, that the Town Council hereby approves the First Selectman's reappointment of **Ed Deak (D)** of 21 Harvester Road to the Board of Police Commissioners with a term ending February 24, 2026.
- F. **Resolution #23-010: RESOLVED**, that the Town Council hereby approves the First Selectman's reappointment of **Barbara Thomas (D)** of 3 Wheeler Road to the Conservation & Water Resources Commission with a term ending December 5, 2026.
- G. **Resolution #23-011: RESOLVED**, that the Town Council hereby approves the First Selectman's reappointment of **Karen Burnaska (D)** of 99 Bagburn Road to the Conservation & Water Resource Commission with a term ending December 5, 2026.
- H. **Resolution #23-012: RESOLVED**, that the Town Council hereby approves the First Selectman's reappointment of **BJ Hall (D)** of 1418 Monroe Turnpike to the Inland Wetlands Commission with a term ending February 24, 2027.
- I. **Resolution #23-013: RESOLVED**, that the Town Council hereby reappoints **Christa DeLeo (D)** to the Board of Ethics with a term ending January 1, 2025.
- J. **Resolution #23-014: RESOLVED**, that the Town Council hereby reappoints **Anna Pizzoferrato (D)** of 26 Edgehill Circle to the Board of Ethics with a term ending January 11, 2025.
- K. **Resolution #23-015: RESOLVED**, that the Town Council hereby reappoints **Jonathan Brown (D)** of 40 Oak Wood Drive to the Board of Ethics with a term ending January 1, 2025.

### IV. COMMUNICATIONS

- A. Memo from the First Selectman to the Town Council Chair dated January 18, 2023 regarding donations for various departments and programs.
- B. Letter of Opinion from the Town Attorney to the First Selectman dated January 18, 2023 regarding WMNR Corporation for Public Broadcasting Grant.

- C. Memo from the First Selectman to the Town Council Chair dated January 18, 2023 regarding WMNR Corporation for Public Broadcasting Grant.
- D. Memo from the First Selectman to the Town Council Chair dated January 19, 2023 regarding reappointments to boards and commissions.
- E. Letter from the Democratic Town Committee to the First Selectman dated January 4, 2023 regarding reappointments including Board of Ethics.
- F. Memo from the First Selectman to the Town Council Chair dated January 19, 2023 regarding appointment to the Parks & Recreation Commission.
- G. Letter of Opinion from the Town Attorney to the First Selectman dated January 18, 2023 regarding State of Connecticut Department of Emergency Services and Public Protection Letter of Understanding.
- H. Memo from the First Selectman to the Town Council Chair dated January 18, 2023 regarding State of Connecticut Department of Emergency Services and Public Protection Letter of Understanding.
- I. Memo from the First Selectman to the Town Council Chair dated January 19, 2023 regarding WMNR Lease Renewal.

## V. PUBLIC PARTICIPATION

**Jason Dubac, 231 Route 8, Searsburg, Vermont.** Mr. Dubac stated he was legal heir to John and Elsie Dubac of 373 Spring Hill Rd. Mr. Dubac stated he wanted to address his concerns regarding the abandonment of Spring Hill Road and stated that he became aware of this through the media and was not sent a legal notice. He stated that he believed that at their July 7, 2022 meeting, the Planning & Zoning Commission was misinformed. He stated that he disagreed with Town Attorney Vin Marino's opinion that all abutting property owners were properly contacted. He referenced correspondence from his estranged sister stating that "we are in support of the Spring Hill Road discontinuance." Mr. Dubac presented four pages of exhibits which included that correspondence. He feels that the Town Council relied upon a flawed Planning & Zoning Commission's referral. He feels that the property's value is lowered by the road closure. He objected to not being added to tonight's Town Council meeting. He stated that the foreclosure of 373 Spring Hill Road property has been delayed by the court. He stated that there is no site plan for 255 Monroe Turnpike. Mr. Dubac stated that does not want to hire a land use attorney to appeal the decision. He requested that the Town Council rescind their decision because he feels the Town Council relied upon the Planning & Zoning Commission's referral. He quoted First Selectman Kellogg from an earlier Town Council meeting referencing correspondence from abutting property owners indicating their support, and included in that reference was his sister's handwritten note. He stated that he feels the notices sent by the Town were improper and that the Town Council rescind its decision and restart the process.

**Formichella** asked if anyone else in chambers or online wished to participate. Hearing none, **Formichella** closed Public Participation.

## VI. APPOINTMENTS

- A. **Resolution #23-016:** To consider and act upon a resolution regarding the appointment of **Samantha McGoldrick (R)** of 758 Monroe Turnpike to the Parks & Recreation Commission with a term ending October 21, 2023.

**Motion by Formichella** to adopt **RESOLUTION #23-016: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's appointment of Samantha McGoldrick (R) of 758 Monroe Turnpike to the Parks & Recreation Commission for a term ending October 21, 2023.

**Second: Lipeles**

**Discussion: Rooney** stated that Mrs. McGoldrick has been a resident of Monroe for 13 years. She graduated with a Bachelor of Science from St. Lawrence University and a Master of Arts in Teaching from Sacred Heart University. She is employed at Brynwood Partners and has exceptional experience in project management. Samantha has previously worked in the Parks & Recreation Department. She appreciates our wonderful community and looks forward to giving back through volunteer work on this Commission.

This appointment fills an open vacancy due to the resignation of Frank Dutches.

**Motion passed 9-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

**Kellogg** then administered the Oath of Office to **Samantha McGoldrick**.

**VII. ACTION ITEMS**

- A. Town Council Committee on Finance, Education, Health & Public Safety Matters – **Lipeles** reported that the committee has not met since the last meeting.
- B. Town Council Committee on Planning & Zoning, Public Works and Park & Recreation – **Rooney** stated that the committee has not met, however he attended the walk-through for the Fields Project bid. **Martin** confirmed with **Kellogg** that the walk-through was conducted today and that bids are due back next month.
- C. Town Council Committee on Legislative & Administrative Matters – **Reid** reported that they met this evening and that Resolutions #23-007, #23-008, and #23-017 were all unanimously referred to the full Council.
- D. Strategic Planning Committee – **Formichella** reported that the next meeting will be on January 25, 2023.
- E. EMS Building Committee – **Rooney** stated that everything is going smoothly and that they are working on the punch list and getting a final certificate of occupancy.
- F. Open Space Preservation and Acquisition Committee – **O'Rourke** reported that the committee has not met since the last meeting.
- G. First Selectman's Update – **Kellogg** reported as follows:

**FINANCE DEPARTMENT RECOGNIZED**

For the 6<sup>th</sup> consecutive year, Monroe's Finance Department has been awarded an Excellence in Financial Reporting award from the Government Finance Officers Association (GFOA.) The award was granted for Monroe's FY 2021 annual comprehensive financial report, and is the highest form of recognition in the area of governmental accounting and financial reporting from the GFOA. The award confirms the Town's high standards and the strong leadership in our Finance Department.

**RIBBON CUTTINGS**

- **Marcello's Italian Eatery** is scheduled for January 26, 2023 at 4:00 PM (477 Main St).
- **Dental Associates** has rescheduled for February 1, 2023 at 5:00 PM (501 Main Street).
- **Biometrics** hosted a ribbon cutting celebration, for their 21,000 ft<sup>2</sup> expansion, on January 20<sup>th</sup>, which included a visit from the Governor.

**Martin** asked **Kellogg** if it was appropriate to ask if the speaker during Public Participation is the property owner. **Kellogg** stated that he is not listed on the last completed Grand List as the property owner, and that he will continue to forward any new information or concerns to Attorney Marino.

**VIII. UNFINISHED BUSINESS**

- A. St. Jude School Property and Community Center Project Update (Executive Session Anticipated)  
**Motion by Formichella** to enter into executive session and to invite the First Selectman and Town Attorney to discuss pending contract negotiations regarding the purchase of real estate.  
**Second: Wales**  
**Motion passed 9-0:**  
Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Rooney, Wales**  
Voting No: None

**The Town Council** entered into Executive Session at 7:33 PM.

The Town Council came out of Executive Session at 8:12 PM. **Formichella** confirmed that no votes were taken while in Executive Session. **Formichella** noted that **Rooney** has left the meeting.

## IX. NEW BUSINESS

- B. Motion by **Lipeles** to accept the following donation that individually exceed \$1,500.00:  
i. \$1,500.00 from The Mellen Foundation Inc. for EMS

**Second: Wales**

**Discussion: Kellogg** stated that the Mellen Foundation has been very generous for many years and we are very appreciative for funds that will be put to good use.

**Motion passed 8-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Wales**

Voting No: None

Absent: **Rooney**

- C. **Resolution #23-017:** To consider and act upon a resolution regarding the State of Connecticut Department of Emergency Services and Public Protection Letter of Understanding.

**Motion by Lipeles** to adopt **RESOLUTION #23-017: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Letter of Understanding and any associated documents by and between State of Connecticut Department of Emergency Services and Public Protection, for awarded funds to participate on the Violent Crimes Task Force.

**Second: Maur**

**Discussion: Kellogg** stated that Chief White brought this opportunity to him. The State of Connecticut has been awarded certain funds, through the American Rescue Plan Act, to disburse to selected local police departments to participate on the Violent Crimes Task Force ("VCTF"). The VCTF operates under the command of the Connecticut State Police, that it is beneficial for Monroe to participate in this regional effort, and that the Town will receive a grant of \$50,363.64 to offset police salary and overtime costs.

**Motion passed 9-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Wales**

Voting No: None

Absent: **Rooney**

## X. PUBLIC PARTICIPATION

**Formichella** asked if anyone wished to speak on unfinished items from the agenda and, hearing none, closed second Public Participation.

## XI. ADJOURNMENT

**Formichella** adjourned the meeting at 8:16 PM



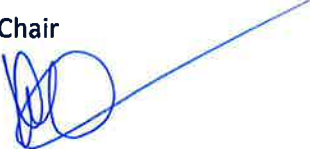
# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
 Monroe, CT 06468  
 Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

**Date:** February 9, 2023

**To:** Jonathan Formichella, Town Council Chair

**From:** Kenneth M. Kellogg, First Selectman 

**cc:** Kim Cassia, Director of Community & Social Services  
 Keith White, Police Chief & Emergency Management Director  
 Nicole Cignoli, Library Director  
 Kelly Plunkett, Farmers' Market  
 Don Smith, EMS Chief

**Subject: Donations**

The following programs received individual donations of less than \$1,500.00 each, from various residents and organizations, and in total as follows:

<b>Community &amp; Social Services:</b>	\$ 660.00	
<b>Community Emergency Response Team:</b>	\$ 35.00	
<b>Edith Wheeler Memorial Library:</b>	\$ -	& in-kind donation of 2 DVDs, 5 books, 7 puzzles
<b>Emergency Medical Services:</b>	\$ 645.00	
<b>Farmers' Market:</b>	\$ 70.00	
<b>Food Pantry:</b>	\$ 6,395.00	
<b>Police Department:</b>	\$ 700.00	
<b>Project Warmth:</b>	\$ 796.00	
<b>Totals Donations Individually Under \$1,500</b>	<b>\$ 9,301.00</b>	

The following programs received individual donations greater than \$1,500.00 in the amount referenced below from various residents and organizations:

<b>Friends of the EWML:</b>	\$ 2,500.00	for the Library Speakers Consortium
	\$ 512.18	for the <i>Take Your Child to the Library Day</i> Program
	<u>\$ 3,012.18</u>	
<b>Robert Fahr:</b>	\$ 5,000.00	Food Pantry
	\$ 5,000.00	Project Warmth
	<u>\$ 10,000.00</u>	

I ask that you accept these donations at your next meeting.

Thank you.

2023-02-13 Town Council Meeting - Donations

**DONATIONS Individually Under \$1,500**

Donor	Bicentennial Committee	Community & Social Services	Community Emergency Response Team	Edith Wheeler Memorial Library	Emergency Medical Services	Farmers' Market	Food Pantry	Police Department	Project Warmth
ADAM								\$ 700.00	
Alison Engbers							\$ 100.00		
Amanda Raus							\$ 75.00		
Ann Marie Campbell		\$ 100.00							\$ 100.00
Anthony Carriero							\$ 700.00		
Anthony Pratt							\$ 50.00		
Antimo Palmieri							\$ 500.00		
Carrie Mcgeough							\$ 10.00		
Catherine Mark		\$ 100.00							
Chetna Kagtada							\$ 25.00		
Colleen Hayes									\$ 20.00
Christopher Farrugio									\$ 50.00
Daniel Bachman							\$ 50.00		
Daniel D Fitzsimmons							\$ 500.00		
David Hudyma							\$ 20.00		
Dianne Skowronski Deaso									\$ 50.00
Eve Balestriere		\$ 25.00							
Faury Rodriguez				\$ 35.00					
Gaetano Marra									\$ 100.00
Griffin Pfalzgraf							\$ 70.00		
Jacqueline Gang				\$ 50.00					
James Crosby							\$ 100.00		
Jeffrey Auriemma							\$ 100.00		
Jen Paulson		\$ 25.00							
Jennifer Aguilar							\$ 100.00		\$ 23.00
Jennifer Desmarais		\$ 25.00							
Jessica Doll		\$ 50.00							
Jessica Peterson					\$ 70.00		\$ 175.00		
Jim Chambers				\$ 100.00			\$ 50.00		
Joan Vernarelli							\$ 200.00		
John Dang							\$ 100.00		
John Sirico				\$ 300.00			\$ 500.00		
Joseph Viggiano							\$ 100.00		
Kathleen Dziemien							\$ 250.00		
Kelly Matmati							\$ 100.00		
khanh tang							\$ 25.00		
Kristi Appleby							\$ 15.00		
Lauren Iverson		\$ 50.00							
Lauren Pinto							\$ 10.00		
leslie schiebe							\$ 150.00		
Lori Petrillo			\$ 25.00						
Louis Couture				\$ 50.00					
Lynn Chalk							\$ 50.00		
Margaret Pinto							\$ 25.00		
Maria Schroeder							\$ 10.00		
Matthew Nyden				\$ 100.00					
Maureen Guarino-Sassy Ginger Designs									\$ 25.00
Megan Rajski		\$ 25.00							
Meghan Russell							\$ 1,000.00		
Melissa Mitri							\$ 20.00		

2023-02-13 Town Council Meeting - Donations

Donor	Bicentennial Committee	Community & Social Services	Community Emergency Response Team	Edith Wheeler Memorial Library	Emergency Medical Services	Farmers' Market	Food Pantry	Police Department	Project Warmth
Nicholas Kapoor							\$ 150.00		\$ 350.00
Nicole Cignoli		\$ 50.00							
Patricia Orszulak									\$ 25.00
Pradeep Caplash							\$ 70.00		
PRASOON SAXENA							\$ 300.00		
Pritesh Lakha							\$ 175.00		
robin kerr		\$ 100.00							
Ronald Bellenot									\$ 23.00
Roxana Castro Mazzeo		\$ 25.00							
Shannon Alexander							\$ 50.00		
Sharon McCauley									\$ 20.00
Shelly Wolff		\$ 50.00							
sonja epifano							\$ 160.00		
Tiare Fahey							\$ 100.00		
Todd Piro							\$ 25.00		
USA Tutors							\$ 25.00		
VICTORIA JAFFERY		\$ 25.00							
Wendy Malandra							\$ 150.00		
Zlatko Savic		\$ 10.00	\$ 10.00	\$ 10.00			\$ 10.00		\$ 10.00
<b>Totals:</b>	\$ -	\$ 660.00	\$ 35.00	\$ -	\$ 645.00	\$ 70.00	\$ 6,395.00	\$ 700.00	\$ 796.00

**IN-KIND DONATIONS**

Anonymous				2 DVDs 5 books 7 puzzles					
-----------	--	--	--	--------------------------------	--	--	--	--	--

**Totals for All Donations Individually Under \$1,500**

Bicentennial Committee:	\$ -	
Community & Social Services:	\$ 660.00	
Community Emergency Response Team:	\$ 35.00	
Edith Wheeler Memorial Library:	\$ -	& in-kind donation of 2 DVDs, 5 books, 7 puzzles
Emergency Medical Services:	\$ 645.00	
Farmers' Market:	\$ 70.00	
Food Pantry:	\$ 6,395.00	
Police Department:	\$ 700.00	
Project Warmth:	\$ 796.00	
<b>Totals Donations Individually Under \$1,500</b>	<b>\$ 9,301.00</b>	

**DONATIONS Individually \$1,500 or Greater**

Friends of the EWML:	\$ 2,500.00	for the Library Speakers Consortium
	\$ 512.18	for the <i>Take Your Child to the Library Day</i> Program
	<u>\$ 3,012.18</u>	

Robert Fahr:	\$ 5,000.00	Food Pantry
	\$ 5,000.00	Project Warmth
	<u>\$ 10,000.00</u>	



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.org](http://www.monroect.org)

Date: February 9, 2023  
To: Jonathan Formichella, Town Council Chair  
From: Kenneth M. Kellogg, First Selectman   
cc: Missy Orosz, Parks & Recreation Director  
Subject: **Resolution Regarding Performing Artist Engagement Agreements**

Parks & Recreation Director Missy Orosz has commenced securing vendors for Town-sponsored events. The following vendors have agreed to the Town's standard Performance Artist Agreement.

- KSF-A Tribute to Kansas, Styx & Foreigner
- Abba Mia - Larger than Life-Edwin Ortega
- Ticket to Ride-The Tribute Ron Cataldi
- Charles Davis-American Honey
- Shameless-William McKiernan (AudioProCT, LLC)
- The Magic of Illusionist-David Garrity

The Town Attorney has reviewed the agreements and provided his attached letter of opinion.

I ask that you place the following resolution on the agenda of your next meeting:

**RESOLUTION #23-018: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the following Performing Artist Engagement Agreements, as well as any associated documents by and between the following parties:

1. KSF-A Tribute to Kansas, Styx & Foreigner
2. Abba Mia - Larger than Life-Edwin Ortega
3. Ticket to Ride-The Tribute Ron Cataldi
4. Charles Davis-American Honey
5. Shameless-William McKiernan (AudioProCT, LLC)
6. The Magic of Illusionist-David Garrity

**BE IT FURTHER RESOLVED**, that the First Selectman is authorized to amend these agreements as may be necessary for, and limited to, the rescheduling of performance dates.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

February 9, 2023

### **VIA ELECTRONIC DELIVERY**

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
Performing Artist Engagement Agreements

1. Shameless-William McKlernan
2. The Magic of Illusionist-David Garrity
3. Abba Mia-Larger Than Life Productions-Edwin Ortega
4. Charles Davis-American Honey
5. KSF-A Tribute to Kansas, Styx & Foreigner-Jason O. Hendry
6. Ticket to Ride-The Tribute Ron Cataldi (collectively "Agreements")

Dear First Selectman Kellogg:

At your direction, I have reviewed the Agreements relative to the performance to each of the above-captioned performing artists in connection with engagements arranged by and in conjunction with our Parks and Recreation Department. It should be noted that all of the Agreements utilize the pro forma agreement which I created for simplified and uniform engagements such as those presented and as such, the Agreements all meet my approval.

As such, pursuant to Chapter V, Section 14 of the Town of Monroe Charter ("Charter"), I hereby approve the Agreements in form and substance and recommend that they be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto



**PERFORMING ARTIST ENGAGEMENT AGREEMENT**

This Agreement dated 12/20/22 ("Effective Date") by and between the Town of Monroe, with an address of 7 Fan Hill Road, Monroe, CT 06468 ("Town") and Charles Davis - American Honey with an address of 153 Branch Hill Rd. Preston, CT 06365 ("Artist") (Town and Artist collectively the "Parties") for the engagement as more particularly set forth herein below ("Engagement").

1. Engagement.

- a. Location: Wolfe Park 285 Cutlers Farm Road, Monroe, CT
- b. Description of Services: Concert - Arts in the Park Series
- c. Date: Friday, July 7, 2023
- d. Time: 7<sup>30</sup> am/pm TO 9<sup>30</sup> am/pm
- e. Equipment/Sound Provided by Town: stage, lights + sound

Unless set forth herein above, the Artist shall provide and setup all equipment and sound necessary to perform the Engagement.

- f. Total Fee: \$ 1000<sup>00</sup> ("Fee")

2. Fee. The Fee for the Engagement shall be as set forth above. Unless set forth to the contrary herein below, the Fee shall be paid in full at the conclusion of the Engagement. The Town shall not be responsible for any fees or costs above the aforesaid amount under any circumstances. Special Payment Terms (none if left blank):

paid at end of performance

3. Status as Independent Contractor: The Parties agree that Artist will be acting at all times as an independent contractor and not as an employee of the Town.

4. Licensing. Artist shall procure any and all licensing as may be required by applicable law and shall hold the Town harmless.

5. Indemnification & Hold Harmless. To the maximum extent permitted by law, Artist shall indemnify and hold harmless Town and its employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from Artist's negligent acts or omissions. Artist shall agree to secure insurance sufficient to satisfy its obligations pursuant to this

section and provide a copy to the Town prior to its performance. The Town agrees to indemnify and hold Artist harmless from any willful and reckless conduct of its employees and agents.


6. Assignment. Artist shall not have the right to assign this Agreement or any part her without prior written consent from the Town.
7. Applicable Law and Forum. Except as provided herein, this Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law principles. The Parties submit to personal jurisdiction in Connecticut and waive any and all objections to State of Connecticut as place of venue.
8. Waiver. No failure of either party to insist on strict compliance with this Agreement and the terms contained herein, or to exercise any right under it, shall be a waiver of such right.
9. Cancellation. In the event that the performance fails to occur due to the Artist's failure to appear or cancellation by the Town at any time, for reasons including but not limited to an act of God, government imposed restriction or any other similar natural disaster over which the Town has no control, or otherwise upon prior written notice to the Artist on the calendar day prior to the Engagement, then all monies paid on account hereof shall be forthwith refunded to the Town.
10. Modification. The Parties further agree that this Agreement may not be modified, changed, amended, supplemented or rescinded except pursuant to a written instrument signed by the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly authorized, executed and delivered as of the Effective Date.

TOWN OF MONROE

ARTIST

By: \_\_\_\_\_

By:  \_\_\_\_\_

Kenneth M. Kellogg  
Its First Selectman

PRINT NAME: Charles E. Davis  
TITLE: American Heavy Booking



## PERFORMING ARTIST ENGAGEMENT AGREEMENT

This Agreement dated 12/20/22 ("Effective Date") by and between the Town of Monroe, with an address of 7 Fan Hill Road, Monroe, CT 06468 ("Town") and A KSF - A Tribute to Kansas, Styx & Foreigner Jason O. Hendra with an address of 40 Vanessa Court, Cheshire, CT 06410 ("Artist") (Town and Artist collectively the "Parties") for the engagement as more particularly set forth herein below ("Engagement").

### 1. Engagement

- a. Location: Wolfe Park - ZBS Cutter's Farm Road, Monroe, CT
- b. Description of Services: Concert - Bicentennial Celebration Weekend
- c. Date: Saturday May 27, 2023
- d. Time: 6:30 am (pm) TO 8:30 am (pm)
- e. Equipment/Sound Provided by Town: \_\_\_\_\_  
lights, sound + stage. Unless set forth herein above, the Artist shall provide and setup all equipment and sound necessary to perform the Engagement.
- f. Total Fee: \$1500<sup>00</sup> ("Fee")

2. Fee. The Fee for the Engagement shall be as set forth above. Unless set forth to the contrary herein below, the Fee shall be paid in full at the conclusion of the Engagement. The Town shall not be responsible for any fees or costs above the aforesaid amount under any circumstances. Special Payment Terms (none if left blank):

paid at end of performance

3. Status as Independent Contractor: The Parties agree that Artist will be acting at all times as an independent contractor and not as an employee of the Town.
4. Licensing. Artist shall procure any and all licensing as may be required by applicable law and shall hold the Town harmless.
5. Indemnification & Hold Harmless. To the maximum extent permitted by law, Artist shall indemnify and hold harmless Town and its employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from Artist's negligent acts or omissions. Artist shall agree to secure insurance sufficient to satisfy its obligations pursuant to this

section and provide a copy to the Town prior to its performance. The Town agrees to indemnify and hold Artist harmless from any willful and reckless conduct of its employees and agents.

6. Assignment. Artist shall not have the right to assign this Agreement or any part her without prior written consent from the Town.
7. Applicable Law and Forum. Except as provided herein, this Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law principles. The Parties submit to personal jurisdiction in Connecticut and waive any and all objections to State of Connecticut as place of venue.
8. Waiver. No failure of either party to insist on strict compliance with this Agreement and the terms contained herein, or to exercise any right under it, shall be a waiver of such right.
9. Cancellation. In the event that the performance fails to occur due to the Artist's failure to appear or cancellation by the Town at any time, for reasons including but not limited to an act of God, government imposed restriction or any other similar natural disaster over which the Town has no control, or otherwise upon prior written notice to the Artist on the calendar day prior to the Engagement, then all monies paid on account hereof shall be forthwith refunded to the Town.
10. Modification. The Parties further agree that this Agreement may not be modified, changed, amended, supplemented or rescinded except pursuant to a written instrument signed by the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly authorized, executed and delivered as of the Effective Date.

TOWN OF MONROE

ARTIST

By: \_\_\_\_\_

By:  \_\_\_\_\_

Kenneth M. Kellogg

Its First Selectman

PRINT NAME: JASON HENDRY

TITLE: REPRESENTATIVE



## PERFORMING ARTIST ENGAGEMENT AGREEMENT

This Agreement dated 1/26/23 ("Effective Date") by and between the Town of Monroe, with an address of 7 Fan Hill Road, Monroe, CT 06468 ("Town") and Abba Mia - Larger than Life productions Edwin Ortega with an address of 325 Sherman Ave D14 Peekskill, NY 10586 ("Artist") (Town and Artist collectively the "Parties") for the engagement as more particularly set forth herein below ("Engagement").

1. Engagement.

- a. Location: Wolfe Park - 285 Cutter's Farm Road Monroe, CT
- b. Description of Services: Concert - Bicentennial Celebration
- c. Date: Sunday May 28, 2023
- d. Time: 6:30 am/pm TO 8:00 am/pm
- e. Equipment/Sound Provided by Town: Stage, sound + lights. Unless set forth herein above, the Artist shall provide and setup all equipment and sound necessary to perform the Engagement.
- f. Total Fee: \$ 1400 ("Fee")

2. Fee. The Fee for the Engagement shall be as set forth above. Unless set forth to the contrary herein below, the Fee shall be paid in full at the conclusion of the Engagement. The Town shall not be responsible for any fees or costs above the aforesaid amount under any circumstances. Special Payment Terms (none if left blank):

paid at the end of the performance

3. Status as Independent Contractor: The Parties agree that Artist will be acting at all times as an independent contractor and not as an employee of the Town.
4. Licensing. Artist shall procure any and all licensing as may be required by applicable law and shall hold the Town harmless.
5. Indemnification & Hold Harmless. To the maximum extent permitted by law, Artist shall indemnify and hold harmless Town and its employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from Artist's negligent acts or omissions. Artist shall agree to secure insurance sufficient to satisfy its obligations pursuant to this

section and provide a copy to the Town prior to its performance. The Town agrees to indemnify and hold Artist harmless from any willful and reckless conduct of its employees and agents.


6. Assignment. Artist shall not have the right to assign this Agreement or any part her without prior written consent from the Town.
7. Applicable Law and Forum. Except as provided herein, this Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law principles. The Parties submit to personal jurisdiction in Connecticut and waive any and all objections to State of Connecticut as place of venue.
8. Waiver. No failure of either party to insist on strict compliance with this Agreement and the terms contained herein, or to exercise any right under it, shall be a waiver of such right.
9. Cancellation. In the event that the performance fails to occur due to the Artist's failure to appear or cancellation by the Town at any time, for reasons including but not limited to an act of God, government imposed restriction or any other similar natural disaster over which the Town has no control, or otherwise upon prior written notice to the Artist on the calendar day prior to the Engagement, then all monies paid on account hereof shall be forthwith refunded to the Town.
10. Modification. The Parties further agree that this Agreement may not be modified, changed, amended, supplemented or rescinded except pursuant to a written instrument signed by the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly authorized, executed and delivered as of the Effective Date.

TOWN OF MONROE

ARTIST

By: \_\_\_\_\_

By:  \_\_\_\_\_

Kenneth M. Kellogg

Its First Selectman

PRINT NAME: **Edvin Ortega** \_\_\_\_\_

TITLE: **producer/artist** \_\_\_\_\_



**PERFORMING ARTIST ENGAGEMENT AGREEMENT**

This Agreement dated 12/20/22 ("Effective Date") by and between the Town of Monroe, with an address of 7 Fan Hill Road, Monroe, CT 06468 ("Town") and Shameless - William McKiernan (Audio Pro CT, LLC) with an address of 260 Old Gate Lane Milford, CT ("Artist"). (Town and Artist collectively the "Parties") for the engagement as more particularly set forth herein below ("Engagement").

1. Engagement.

- a. Location: White Park 285 Cutler's Farm Road Monroe, CT
- b. Description of Services: Concert - Arts in the Park
- c. Date: Friday, July 21, 2023
- d. Time: 7<sup>30</sup> am/pm TO 9<sup>30</sup> am/pm
- e. Equipment/Sound Provided by Town: Stage, lights + sound. Unless set forth herein above, the Artist shall provide and setup all equipment and sound necessary to perform the Engagement.
- f. Total Fee: \$ 900<sup>00</sup> ("Fee")

2. Fee. The Fee for the Engagement shall be as set forth above. Unless set forth to the contrary herein below, the Fee shall be paid in full at the conclusion of the Engagement. The Town shall not be responsible for any fees or costs above the aforesaid amount under any circumstances. Special Payment Terms (none if left blank):

paid at end of performance

3. Status as Independent Contractor: The Parties agree that Artist will be acting at all times as an independent contractor and not as an employee of the Town.

4. Licensing. Artist shall procure any and all licensing as may be required by applicable law and shall hold the Town harmless.

5. Indemnification & Hold Harmless. To the maximum extent permitted by law, Artist shall indemnify and hold harmless Town and its employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from Artist's negligent acts or omissions. Artist shall agree to secure insurance sufficient to satisfy its obligations pursuant to this

section and provide a copy to the Town prior to its performance. The Town agrees to indemnify and hold Artist harmless from any willful and reckless conduct of its employees and agents.

6. Assignment. Artist shall not have the right to assign this Agreement or any part her without prior written consent from the Town.
7. Applicable Law and Forum. Except as provided herein, this Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law principles. The Parties submit to personal jurisdiction in Connecticut and waive any and all objections to State of Connecticut as place of venue.
8. Waiver. No failure of either party to insist on strict compliance with this Agreement and the terms contained herein, or to exercise any right under it, shall be a waiver of such right.
9. Cancellation. In the event that the performance fails to occur due to the Artist's failure to appear or cancellation by the Town at any time, for reasons including but not limited to an act of God, government imposed restriction or any other similar natural disaster over which the Town has no control, or otherwise upon prior written notice to the Artist on the calendar day prior to the Engagement, then all monies paid on account hereof shall be forthwith refunded to the Town.
10. Modification. The Parties further agree that this Agreement may not be modified, changed, amended, supplemented or rescinded except pursuant to a written instrument signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly authorized, executed and delivered as of the Effective Date.

TOWN OF MONROE

ARTIST

By: \_\_\_\_\_

By: \_\_\_\_\_

Kenneth M. Kellogg  
Its First Selectman

PRINT NAME: William McEgan  
TITLE: Representative



**PERFORMING ARTIST ENGAGEMENT AGREEMENT**

This Agreement dated 1/27/23 ("Effective Date") by and between the Town of Monroe, with an address of 7 Fan Hill Road, Monroe, CT 06468 ("Town") and The Magic of Illusionist - David Garrity with an address of 237 Woodycrest Drive East Hartford, CT ("Artist") (Town and Artist collectively the "Parties") for the engagement as more particularly set forth herein below ("Engagement").

1. Engagement.

- a. Location: Woffe Park - 285 Cutler's Farm Road
- b. Description of Services: Mysterious Deceptions Show
- c. Date: 7/14/23
- d. Time: 6:30 am/pm TO 7:30 am/pm (rain date TBD if needed)
- e. Equipment/Sound Provided by Town: Stage + electricity. Unless set forth herein above, the Artist shall provide and setup all equipment and sound necessary to perform the Engagement.
- f. Total Fee: \$ 650<sup>00</sup> ("Fee")

2. Fee. The Fee for the Engagement shall be as set forth above. Unless set forth to the contrary herein below, the Fee shall be paid in full at the conclusion of the Engagement. The Town shall not be responsible for any fees or costs above the aforesaid amount under any circumstances. Special Payment Terms (none if left blank):

pay at the conclusion of event

3. Status as Independent Contractor: The Parties agree that Artist will be acting at all times as an independent contractor and not as an employee of the Town.

4. Licensing. Artist shall procure any and all licensing as may be required by applicable law and shall hold the Town harmless.

5. Indemnification & Hold Harmless. To the maximum extent permitted by law, Artist shall indemnify and hold harmless Town and its employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from Artist's negligent acts or omissions. Artist shall agree to secure insurance sufficient to satisfy its obligations pursuant to this

section and provide a copy to the Town prior to its performance. The Town agrees to indemnify and hold Artist harmless from any willful and reckless conduct of its employees and agents.

6. Assignment. Artist shall not have the right to assign this Agreement or any part her without prior written consent from the Town.
7. Applicable Law and Forum. Except as provided herein, this Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law principles. The Parties submit to personal jurisdiction in Connecticut and waive any and all objections to State of Connecticut as place of venue.
8. Waiver. No failure of either party to insist on strict compliance with this Agreement and the terms contained herein, or to exercise any right under it, shall be a waiver of such right.
9. Cancellation. In the event that the performance fails to occur due to the Artist's failure to appear or cancellation by the Town at any time, for reasons including but not limited to an act of God, government imposed restriction or any other similar natural disaster over which the Town has no control, or otherwise upon prior written notice to the Artist on the calendar day prior to the Engagement, then all monies paid on account hereof shall be forthwith refunded to the Town.
10. Modification. The Parties further agree that this Agreement may not be modified, changed, amended, supplemented or rescinded except pursuant to a written instrument signed by the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly authorized, executed and delivered as of the Effective Date.

TOWN OF MONROE

ARTIST

By: \_\_\_\_\_

By: David Garrity

Kenneth M. Kellogg  
Its First Selectman

PRINT NAME: David Garrity  
TITLE: Illusionist



## PERFORMING ARTIST ENGAGEMENT AGREEMENT

This Agreement dated 12/20/22 ("Effective Date") by and between the Town of Monroe, with an address of 7 Fan Hill Road, Monroe, CT 06468 ("Town") and Ticket to Ride - The Tribute Ron Cataldi with an address of 73 Whispering Pines Mon, CT 06001 ("Artist") (Town and Artist collectively the "Parties") for the engagement as more particularly set forth herein below ("Engagement").

### 1. Engagement.

- a. Location: Wolfe Park 285 Cutlers Farm Road, Monroe, CT
- b. Description of Services: Concert - Arts in the Park Series
- c. Date: August 4, 2023
- d. Time: 7<sup>30</sup>: am/pm TO 9<sup>30</sup>: am/pm
- e. Equipment/Sound Provided by Town: \_\_\_\_\_  
Stage, lights + sound. Unless set forth herein above, the Artist shall provide and setup all equipment and sound necessary to perform the Engagement.
- f. Total Fee: \$1000<sup>00</sup> ("Fee")

2. Fee. The Fee for the Engagement shall be as set forth above. Unless set forth to the contrary herein below, the Fee shall be paid in full at the conclusion of the Engagement. The Town shall not be responsible for any fees or costs above the aforesaid amount under any circumstances. Special Payment Terms (none if left blank):

paid at end of performance

3. Status as Independent Contractor: The Parties agree that Artist will be acting at all times as an independent contractor and not as an employee of the Town.

4. Licensing. Artist shall procure any and all licensing as may be required by applicable law and shall hold the Town harmless.

5. Indemnification & Hold Harmless. To the maximum extent permitted by law, Artist shall indemnify and hold harmless Town and its employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from Artist's negligent acts or omissions. Artist shall agree to secure insurance sufficient to satisfy its obligations pursuant to this

section and provide a copy to the Town prior to its performance. The Town agrees to indemnify and hold Artist harmless from any willful and reckless conduct of its employees and agents.

6. Assignment. Artist shall not have the right to assign this Agreement or any part her without prior written consent from the Town.
7. Applicable Law and Forum. Except as provided herein, this Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law principles. The Parties submit to personal jurisdiction in Connecticut and waive any and all objections to State of Connecticut as place of venue.
8. Waiver. No failure of either party to insist on strict compliance with this Agreement and the terms contained herein, or to exercise any right under it, shall be a waiver of such right.
9. Cancellation. In the event that the performance fails to occur due to the Artist's failure to appear or cancellation by the Town at any time, for reasons including but not limited to an act of God, government imposed restriction or any other similar natural disaster over which the Town has no control, or otherwise upon prior written notice to the Artist on the calendar day prior to the Engagement, then all monies paid on account hereof shall be forthwith refunded to the Town.
10. Modification. The Parties further agree that this Agreement may not be modified, changed, amended, supplemented or rescinded except pursuant to a written instrument signed by the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly authorized, executed and delivered as of the Effective Date.

TOWN OF MONROE

By: \_\_\_\_\_

Kenneth M. Kellogg  
Its First Selectman

ARTIST

By: Ron Cataldi

PRINT NAME: Ron Cataldi

TITLE: Drummer



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

Date: February 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Amy Lehaney, Director of Health

Subject: **Resolution Regarding Epidemiology and Laboratory Capacity Supplement (ELC2) Enhancing Detection Cooperative Agreement**

As you will recall, Town Council Resolution #21-173 authorized a \$71,557.09 grant from the State of Connecticut Department of Public Health ("DPH") to continue to support public health emergency preparedness and response to the COVID-19 pandemic. This Epidemiology and Laboratory Capacity Supplement (ELC2) Enhancing Detection Cooperative Agreement was originally authorized through July 15, 2023.

While original documents were submitted as authorized, DPH has recently begun delivering new agreements to local health departments, retroactive to the original March 1, 2022 period and newly extended through February 29, 2024.

Our Health Department is able to continue utilizing these funds to support public health nursing and community health education programs.

This has been reviewed by our Town Attorney, who has provided his letter of opinion which is attached.

I ask that you place the following resolution on the agenda of your next Town Council Meeting:

**RESOLUTION #23-024: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, and any other Town officials required as signatories, are authorized to execute and deliver on behalf of the Town of Monroe, the Epidemiology and Laboratory Capacity (ELC) Enhancing Detection through Coronavirus Response and Relief (CRR) Supplemental Funds for Local Health Department/District Program Agreement by and between State of Connecticut Department of Public Health for the ELC2 Program.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

February 9, 2023

### **VIA ELECTRONIC DELIVERY**

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
CDC ELC2-COVID-19 Enhancing Detection Cooperative Agreement & Grant ("Agreement") between the  
Town of Monroe ("Town") and State of Connecticut-Department of Public Health ("DPH")

Dear First Selectman Kellogg:

At your direction, I have reviewed the attached agreement between the Town and State regarding the ELC Funding Cooperative Agreement which agreement shall be effective upon authorized full execution (program is retroactive to March 1, 2022) and shall terminate on February 29, 2024 ("Agreement"). This program and its corresponding general terms is not novel to the Town, as Town Council considered and approved same in September of 2021 and an extension grant last year. While the program goals and initiatives remain consistent, this contract is presented on a new lengthy form promulgated by the state which I approve in form and content pursuant to Chapter V, Section 14 of the Town of Monroe Charter ("Charter").

As such, I hereby recommend that said Agreement be forthwith submitted to the Town Council for approval and execution authorization for the Director of Health and any other required signatories to effectuate the grant and bind the Town to the necessary Agreement all pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto

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

**Contract Summary for Commissioner's Office Review**

	ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/>	<b>CONTRACT NUMBER</b>	#2022-0152
<b>NAME OF CONTRACTOR</b>	Monroe Health Department		
<b>SOURCE OF FUNDING</b> COVID-19 ELC Enhancing Detection	<b>DPH PROGRAM</b> ELC 2	<b>PROGRAM STAFF</b> Julie Bundy	
<b>CONTRACT PERIOD</b>	<b>(From - To)</b> 3/01/2022 Through 2/29/2024	<b>CONTRACT TOTAL</b>	\$71,557.09
<b>BRIEF DESCRIPTION OF SERVICE</b>	<p>Contractor shall:</p> <ol style="list-style-type: none"> <li>1) Enhance laboratory detection, surveillance (Case and Contact Investigation in accordance with the most current guidance from the Connecticut Department of Public Health), response, informatics and other workforce capacity;</li> <li>2) strengthen laboratory testing volume and capacity;</li> <li>3) coordinate and engage with partners as needed to respond to and prevent COVID-19; prevent and minimize transmission of COVID-19 and conduct health promotion activities related to prevention of COVID-19 and other infectious diseases/93.32</li> </ol>		
<b>If Amendment, amount of Amendment and reason for Amendment.</b>	N/A		
<b>What organizations are these funds going to</b>	Funds will remain with the Contractor.		



**TABLE OF CONTENTS****Part I****Scope of Services, Contract Performance, Budget,  
Reports, Program-Specific and Agency-Specific Sections****Part II****Terms and Conditions****A. Definitions**

1. Bid
2. Breach
3. Cancellation
4. Claims
5. Client
6. Contract
7. Contractor Parties
8. Data
9. Expiration
10. Force Majeure
11. Confidential Information (formerly Personal Information)
12. Confidential Information Breach (formerly Personal Information Breach)
13. Records
14. Services
15. State
16. Termination

**B. Client-Related Safeguards**

1. Safeguarding Client Information
2. Reporting of Client Abuse or Neglect
3. Background Checks

**C. Contractor Obligations**

1. Cost Standards
2. Credits and Rights in Data
3. Organizational Information, Conflict of Interest, IRS Form 990
4. Federal Funds
5. Audit and Inspection of Plant, Places of Business and Records
6. Related Party Transactions
7. Suspension or Debarment
8. Liaison
9. Subcontracts
10. Independent Capacity of Contractor
11. Indemnification
12. Insurance
13. Sovereign Immunity

**C. Contractor Obligations, Continued**

14. Choice of Law / Choice of Forum, Settlement of Disputes, Claims Against the State
15. Compliance with Law and Policy, Facility Standards and Licensing
16. Representation and Warranties
17. Reports
18. Delinquent Reports
19. Protection of Confidential Information
20. Workforce Analysis
21. Litigation

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

1. Contract Amendment
2. Contractor Changes and Assignment
3. Breach
4. Non-enforcement not to Constitute Waiver
5. Suspension
6. Ending the Contractual Relationship
7. Transition after Termination or Expiration of Contract

**E. Statutory and Regulatory Compliance**

1. Health insurance Portability and Accountability Act of 1996
2. Americans with Disabilities Act
3. Utilization of Minority Business Enterprises
4. Priority Hiring
5. Non-Discrimination
6. Freedom of Information
7. Whistleblowing
8. Executive Orders
9. Campaign Contribution Restrictions
10. Summary of Ethics Laws
11. Large State Contract Representation for Contractor
12. Large State Contract Representation for Official or Employee of State Agency
13. Iran Energy Investment Certification
14. Access to Data for State Auditors
15. Consulting Agreements Representation

## EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION THROUGH CORONAVIRUS RESPONSE AND RELIEF (CRR) SUPPLEMENTAL FUNDS FOR LOCAL HEALTH DEPARTMENT/DISTRICT PROGRAM

### Part I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for the **ELC Enhancing Detection through CRR Supplemental Funds for Local Health Department/District Program (ELC2)** and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No Sections in this **Part I** shall be interpreted to negate, supersede, or contradict any Section of **Part II**. In the event of any such inconsistency between **Part I** and **Part II**, the Sections of **Part II** shall control.

#### 1) Definitions

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

- a) **Centers for Disease Control and Prevention (CDC)** is a federal agency that conducts and supports health promotion, prevention, and preparedness activities in the United States, with the goal of improving overall public health. Established in 1946 and based in Atlanta, the CDC is managed by the Department of Health and Human Services (HHS).
- b) **Community Partners** are organizations that the LHD may work with to provide COVID-19 related support services to residents within the LHD region. Community partners include but are not limited to community action agencies, municipalities, elected officials, school districts, businesses, emergency managers, universities, and colleges.
- c) **Condition of Public Health Significance** is a disease or condition identified at the local, state, or national level as requiring prompt attention to reduce morbidity and mortality.
- d) **Congregate Settings** are environments where a number of people meet or gather and share the same space for a period of time. Congregate settings include but are not limited to prisons, shelters, workplaces, schools, childcare centers, nursing homes, social clubs, rehabilitation facilities, residential living or treatment facilities.
- e) **Connecticut Electronic Disease Surveillance System (CTEDSS)** is the primary surveillance and case management system for reporting diseases, emergency illnesses, and health conditions, and other non-disease activities. CTEDSS allows the sharing of information between LHDs and the Department and gives LHD staff the ability to generate reports of case data for their region.
- f) **ContaCT** is the data management and documentation system for all COVID-19 contact tracing activity in Connecticut.
- g) **Contact Tracing and Case Investigation** is the public health intervention process used to prevent the spread of infectious disease by interviewing people who have tested positive for SARS-CoV-2 to identify everyone they had close contact with during the time they may have been infectious and then notifying those contacts to educate and monitor for symptoms of COVID-19.
- h) **Coordinate** is to engage in any activity associated with setting up SARS-CoV-2 testing and mitigation of the spread of COVID-19. These include, but are not limited to finding a location, providing tables and chairs, and promotion of the clinics.
- i) **Coronavirus Disease 2019 (COVID-19)** is an illness or disease caused by SARS-CoV-2 that can spread from person to person causing symptoms that range from no symptoms to severe illness, possibly resulting in death.

- j) **Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Local Health Department or Health District Program** is the nation's support system funding from the CDC to State and Local Health Departments or Health Districts for general infectious disease threats.
- k) **Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Expansion Through Coronavirus Response and Relief (CRR) Supplemental Funds for Local Health Department or Health District Program (ELC2)** is the nation's support system funding from the CDC to State and Local Health Departments or Health Districts for addressing Coronavirus Response and Relief.
- l) **Health Promotion** is a variety of social and environmental interventions designed to benefit and protect individual people's health and quality of life by addressing and preventing the root cause of an illness, not just focusing on treatment and cure.
- m) **High-Need Communities** are communities with persons who due to age, race, ethnicity, socio-economic status, or an underlying medical condition that puts them at greater risk of severe health outcomes due to COVID-19 infection.
- n) **High-Risk Settings** are areas where there are a large number of people who are at risk of severe disease.
- o) **Homebound** denotes an individual who is unable to leave their home due to an illness, disability, or old age.
- p) **Interview** is the conversation that takes place between a Contact Tracer or Case Investigator and a person who has tested positive for SARS-CoV-2, or a person suspected to have had contact with a person who tested positive for SARS-CoV-2.
- q) **Local Health Department/District (LHD)** is one of sixty-two (62) entities that provide public health services to Connecticut communities. LHDs are organized as a department that works with a municipality or a district that works with several municipalities across a jurisdiction.
- r) **Region** is the town of Monroe that makes up the administrative district of the Monroe Health Department. The words "region" and "Contractor's region" shall have the same meaning and are used interchangeably for purposes of this Contract.
- s) **SARS-CoV-2** is the severe acute respiratory syndrome coronavirus 2, the virus that causes the disease known as COVID-19 in humans.
- t) **Workforce Capacity** is the ability to ensure sufficient staffing levels to accomplish the necessary work within the LHD.

### ELC2 Funding Activities

- 2) **ELC2 Enhancing Detection through Coronavirus Response and Relief (CRR) Supplemental Funds are to be used for any of the following:**
  - a) **Enhance Laboratory, Surveillance, Response, Informatics and Other Workforce Capacity. Such activities include but are not limited to:**
    - i) Build expertise for healthcare and community outbreak response within LHDs;
    - ii) Build infection prevention and control and healthcare outbreak response expertise in LHDs;
    - iii) Train and hire staff to improve the capacities of the epidemiology and informatics workforce;
      - 1) Lease office space to accommodate workforce capacity.

- iv) Conduct surveillance and response of COVID-19 and other conditions of public health significance. Utilize the ContaCT system; engage with community partners to support self-quarantine of impacted residents;
  - 1) Hire and train case investigation and contact tracing staff;
  - 2) Hire local epidemiologist;
  - 3) Hire public health nurse; and
  - 4) Hire infection prevention staff.
- v) Build expertise to support management of the COVID-19 related activities within the region and integrate into the broader portfolio of activities (e.g., COVID program and project manager, budget staff). Such activities include but are not limited to:
  - 1) Utilize existing PHEP-funded staff (public health preparedness coordinator) to support management of the COVID-19 related activities within the region; and
  - 2) Hire temporary fiscal staff to manage funding sources and maintain fiscal and programmatic tracking records for reporting to the Department, including crisis response and FEMA reimbursements.
- vi) Build expertise and support planning activities. Such activities include:
  - 1) Utilize epidemiologist or public health nurse hired under funding to plan for critical workforce needs; and
  - 2) update or refine infectious disease prevention plans.
- vii) Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance. Such activities include but are not limited to:
  - 1) Staff utilize the ContaCT system per current guidance from the Department for contact tracing and case investigation activities; and
  - 2) Train staff on CTEDSS, ContaCT and other new technology modules and data elements due to COVID-19.
- b) Strengthen Laboratory Testing Volume and Capacity. Such activities include but are not limited to:**
  - i) Support testing partners with local coordination for testing of SARS-CoV-2, including contacts of SARS-CoV-2 positive cases, within high-risk settings or in vulnerable populations that reside in their communities.
    - 1) Work with community-based groups to coordinate and promote testing at non-traditional sites (e.g., retail sites, community centers, faith-based organizations).
    - 2) Support testing partners with information and coordination in the community to identify and test at-risk populations including contacts of SARS-CoV-2 positive cases, elderly, disabled, racial and ethnic minorities, and other groups at risk due to high frequency of occupational or non-occupational contacts.
    - 3) Purchase supplies or engage in vendor contracts to enable testing of populations where needed.
- c) Coordinate and Engage with Partners as needed to respond to and prevent COVID-19. Such activities include but are not limited to:**

- i) Build essential partnerships with federally qualified health centers, faith-based organizations, community-based partners, universities, and other congregate healthcare settings within the region to ensure testing of community members and encourage vaccination to minimize the spread of COVID-19;
  - ii) In collaboration with state partners, coordinate and engage in agreements with academic, hospital, and private or commercial laboratories to successfully meet testing demands and to minimize the spread of COVID-19;
  - iii) Participate in ESF8 regional meetings and share resources as needed within the region and statewide to support COVID-19 response efforts throughout Connecticut;
  - iv) Coordinate support to individuals with self-quarantine needs and to encourage and support vaccination of vulnerable populations.
- d) Prevent and Minimize Transmission of COVID-19. Such activities include but are not limited to:**
- i) Provide guidance and training to Community Partners;
  - ii) Provide input and guidance to schools and camps;
  - iii) Consult with businesses, schools, and congregate housing on response to any increase in cases and efforts to mitigate transmission.
  - iv) Ensure adequate staffing and expertise to promote and enforce Connecticut Governor's Executive Orders, DPH Commissioner Orders, and other COVID-19 control and prevention measures as needed under local authority.
- e) Conduct Health Promotion Activities associated with each category a-d as detailed above. Such activities include but are not limited to:**
- i) Undertake a CHA;
  - ii) Develop and implement a health promotion program to Enhance Laboratory Detection, Surveillance (contact tracing), Response, Informatics, and other Workforce Capacity; Strengthen Laboratory Testing Volume and Capacity; Coordinate and Engage with Partners; and Prevent Disease Transmission through educating and enforcing Connecticut Public Health Efforts;
  - iii) Hire community health workers;
  - iv) Hire temporary fiscal staff;
  - v) Personal Protective Equipment (PPE) for workers collecting samples (stockpiling not allowable);
  - vi) Testing campaign supplies;
  - vii) Health promotion and Connecticut Public Health education;
  - viii) Costs associated with the vaccination of homebound individuals (e.g., contractual, personnel, mileage); and
  - ix) Costs associated with testing and monitoring isolated individuals to prevent spread of infection, including homeless, shelter operations, and essential municipal staff.

### **Subsection A.2 SCOPE OF SERVICES**

1. Beginning March 1, 2022, the Contractor shall:
  - a) **Enhance laboratory, surveillance, response, informatics, and other workforce capacity as follows:**

Activity Number	Activities	Measures
1	<p>Respond to and investigate COVID-19 related outbreaks originating from individuals within the Contractor's region or due to an outbreak as determined by the Contractor's surveillance and review of COVID-19 data from the Contractor's region.</p> <p>Conduct surveillance and response to other conditions of public health significance as directed by the Department or identified by the Contractor. If identified by the Contractor, the Contractor shall notify the Department within 48 hours of identification of a condition of public health significance and obtain Department approval by email prior to expending any funds under this Contract towards the identified condition.</p>	<p>Number of outbreaks investigated.</p> <p>Number and type of conditions of public health significance investigated.</p> <p>List of responses and activities undertaken in response to the condition of public health significance.</p>
2	Train Contractor's staff on case follow up investigation, including use of CTEDSS, ContaCT and other relevant technologies.	Number of Contractor's staff trained. Provide the curriculum and list of faculty and attendance for training events.

**b) Strengthen Laboratory Testing Volume and Capacity as follows:**

Activity Number	Activities	Measures
1	<p>Schedule and participate in meetings with Contractor's Community Partners to share resources.</p> <p>Resources include but are not limited to COVID-19 contact tracing and case investigations, developing marketing promotion materials for testing and risk communications, identification of High-Need communities, and information related to social determinants of health, health risk factors, community resources and access to care.</p>	<p>Number of meetings held and with which Community Partners.</p> <p>Number and types of work conducted by the Contractor in collaboration with new or existing Community Partners.</p>

**c) Coordinate and Engage with Partners as needed to respond to and prevent COVID-19 as follows:**

<b>Activity Number</b>	<b>Activities</b>	<b>Measures</b>
1	Coordinate and engage with Community Partners to host COVID-19 prevention programs in response to demand within the Contractor's region.	Number of prevention programs coordinated and hosted by the Contractor.  Name of Community Partners engaged with to respond to and prevent COVID-19.
2	Conduct meetings and provide support to schools and congregate settings to mitigate transmission based on the latest guidance from CDC and the Department.	Number of meetings held and with whom to discuss and provide guidance to mitigate transmission of COVID-19.

**d) Prevent and Minimize Transmission of COVID-19 as follows:**

<b>Activity Number</b>	<b>Activities</b>	<b>Measures</b>
1	Provide guidance and training to Community Partners on mitigation and prevention strategies including but not limited to testing, vaccination, quarantine, masking, social distancing, and other COVID-19 control and prevention measures.	Number and type of guidance and training discussions with Community Partners relating to prevention and mitigation.  Number of guidance and trainings shared.

**e) Conduct Health Promotion Activities associated with each category a-d as detailed above as follows:**

<b>Activity Number</b>	<b>Activities</b>	<b>Measures</b>
1	Conduct contact tracing and case investigation interviews with persons diagnosed with COVID-19 or who have come into contact with someone with COVID-19 and connect them with local Community Partners that can meet their unmet needs.  Identify homebound persons in the Contractor's region in need of testing, vaccination and support and connect them with local Community Partners that can assist with their unmet needs.	Number of case investigations of persons diagnosed with COVID-19.  Number of persons who report contact with someone with COVID-19.  Number of persons identified with unmet needs referred to Community Partners.  Number of homebound persons referred to Community Partners for assistance with unmet needs.
2	Create and distribute educational materials and posters regarding COVID-19 prevention messages including vaccination and testing promotion to Community Partners.	Number and type of educational materials created and locations and dates of distribution of materials.

**Subsection A.3 GENERAL TERMS AND CONDITIONS****1) Activities, Reports and Report Schedule**

- a) The ELC Enhancing Detection Expansion allocation will be paid on a quarterly basis (every three months) by the Department. The Contractor shall submit a report to the Department every three months with a list of all activities undertaken as required in this Contract. Reports shall include the information set forth in **Section A.2** for each Measure and corresponding Activity. After the Department receives, reviews and approves the reports, the Department will make payment in accord with the provisions of **Part I, Section A.3.(3)(b)**.
- b) Contractor shall expend funds during the quarter in which they are paid by the Department. If Contractor does not expend the funds in that quarter, Contractor shall notify the Department within ten (10) days of the close of the quarter of the amount of unexpended funds. Contractor shall expend the unexpended funds first and advise the Department of the progress in expending those funds. The Department will not make additional quarterly payments until such funds are expended and the other requirements of this **Subsection A.3** are met.
- c) If any funds remain unspent by March 15, 2024, the Contractor shall return such funds to the Department by April 15, 2024. Contractor shall only use funds provided under this contract to supplement and increase existing Contractor funds for the ELC2 activities in **Part I, Section A, Subsection A.2**. Contractor shall not use the funds to replace or supplant any funds budgeted for the LHD from other sources.
- d) The Contractor shall submit periodic financial, programmatic, and metric reports as determined by the Department that correspond with activities and budget in this Contract. These reports shall be due to the Department in accordance with the following schedule:
- i) For: **PERIODIC FINANCIAL REPORTING, CASH NEEDS REPORTS, AND PERIODIC PROGRAM AND/OR STATISTICAL REPORTS**

**Project Period: 03/01/2022 to 02/29/2024**

<b>REPORTING PERIOD</b>	<b>REPORTS DUE BY</b>
03/01/2022 – 05/31/2022	06/15/2022
06/01/2022 – 08/31/2022	09/15/2022
09/01/2022 – 11/30/2022	12/15/2022
12/01/2022 – 02/28/2023	03/15/2023
03/01/2023 – 05/31/2023	06/15/2023
06/01/2023 – 08/31/2023	09/15/2023
09/01/2023 – 11/30/2023	12/15/2023
12/01/2023 – 02/29/2024	03/15/2024

- e) This section shall survive any Termination of the Contract or the Expiration of its term.

**2) Budget and Funding**

- a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in **Section B** of this **Part I**.
- b) The Contractor shall obtain prior written approval from the Department for any expenditures that exceed a budget line item by more than 20%. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
- c) If **Section B** of this **Part I** includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget with those provided for any other budget.

- d) Future Funding Period Budgets, if not included in **Section B of this Part I**, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.
- e) Funds for this Contract are provided from the following sources:

SID	Fund Description /CFDA#	Amount
29582	The State of Connecticut Department of Public Health Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases/93.323	\$71,557.09

- f) This Contract includes federal financial assistance and therefore the Contractor shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

g) **Cash Management**

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

- i) The Department, as grantee of such funds, shall monitor cash draw-downs by the Contractor (subgrantee) to minimize the time elapsing between the transfer of funds and the subsequent disbursement of such funds,
- ii) Any payment to be made under this provision may be changed if cash needs documentation provided by such Contractor (subgrantee) supports such a change in the payment amount.

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

a) **Maximum Payment**

The total amount of payment made under this Contract shall not exceed **\$71,557.09**

b) **Payment and Payment Schedule**

Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, or the Department's approval of properly executed invoices submitted by the Contractor.

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

in an amount derived from the percentage of time the Reporting Period represents in proportion to the entire Contract Funding Period.

- iii) Subsequent payments during the Contract Funding Period shall be made at the beginning of each Reporting Period as follows:
  - 1) after receipt and approval of scheduled financial reports and all deliverables or services as submitted by the Contractor, pursuant to the Contract terms and the Report Schedule, and
  - 2) in an amount equal to the amount of expenditures reported and approved on the last submitted financial report.
- iv) A final reconciliation shall be made at the end of each Contract Funding Period after receipt and approval of the final financial report for the Contract Funding Period and shall result in:
  - 1) an additional payment to fully reimburse the Contractor for all reported and approved expenses incurred under the Contract during the Funding Period, if all approved expenditures have not been fully reimbursed for the Contract Funding Period, OR
  - 2) a demand for reimbursement of funds paid to the Contractor in excess of approved expenditures incurred by the Contractor during the Contract Funding Period, if the Contractor has been paid an amount that exceeds the approved expenditures reported on the final financial report.
- c) In addition to the applicable provision of **Part II, Section D** of this Contract, the Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.
- d) **Reimbursement**

If any payment under this Contract includes reimbursement of direct expenses, such payment made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.
- e) **Under-expenditures**

When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after providing written notice to the Contractor.
- f) **Payment Reduction**

In addition to the applicable provision of **Part II, Section D** of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:

  - i) has not submitted or completed required deliverables,
  - ii) has not submitted required reports or audits,
  - iii) has submitted reports that have not received Department approval, or
  - iv) has submitted reports that do not support the need for full payment.

The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.

**g) Surplus or Excess Payments; Refund**

The Contractor shall:

- i) upon demand by the Department at the end of the term of the Contract, remit in full to the Department any:
    - 1) funds paid in excess of allowable budgeted costs, and/or
    - 2) unexpended funds.
  - ii) not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department; and
  - iii) be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.
- h) This section shall survive any Termination of the Contract or the Expiration of its term.

**4) Travel**

- 1) For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of the State Employee Reimbursement Regulations document as such policy may be updated or amended periodically, and as found in the following references:
  - a) <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
  - b) <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>
- 2) If the Contractor does not have access to the Internet for the purpose of accessing this information, the Department shall provide hard copies of such documents to the Contractor upon request.

**5) Software, Computer Equipment and Programs**

The Contractor shall be responsible for:

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

**6) Contractor Changes and Assignments**

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

- a) In addition to notifying the Department of fundamental changes listed in **Part II, Section D** of this Contract, the Contractor must notify the Department of changes in key personnel, including but not limited to, Chief Executive Officer, program directors of Department-funded programs, and officers and members of the Contractor's Board of Directors.

- b) In addition to the requirements of **Part II, Section D, Subsection 2(c)** of this Contract, the Department's determination of Contractor Changes and Assignments shall also include whether the Department shall:
- i) approve of the changes and contract with the entity which results from the proposed changes, or
  - ii) terminate the Contract under applicable provisions of this Contract.

## 7) **Cultural Competence**

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

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

## 8) **Respect and Dignity**

- a) The Contractor shall provide services under this Contract in a manner which respects the dignity of each client, which may include but not be limited to provision or accommodation of the following:
  - i) adequate waiting areas for clients, including sufficient seating,
  - ii) adequate staff for the timely provision of contracted services,
  - iii) adequate facilities and arrangements for the proper delivery of contracted services to clients,

- iv) training Contractor's staff to comply with all applicable state and federal statutes and regulations regarding non-discrimination, and
  - v) client service that is responsive, positive and respectful.
- b) If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, the Department may monitor service delivery to determine Contractor's compliance under this **Subsection**.

**9) Client Satisfaction**

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

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

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**SECTION B**

## Budget

<b>BUDGET LINE ITEM</b>	<b>PROPOSAL</b>
Salaries and Wages	\$62,713.00
Fringe Benefits	\$7,727.62
Office Supplies	\$517.32
Equipment	\$599.15
<b>TOTALS</b>	<b>\$71,557.09</b>

## Salaries, Wages and Fringe Benefits

Position Title	Hours Per Week	Number of Weeks	Hourly Rate	Total Salary Charged	Fringe Benefit Rate %	Total Fringe Benefit
Public Health Nurse	16	34	\$42.00	\$22,848.00	7.65%	\$1,747.87
The Public Health Nurse will support the ELC2 Funding Activities in Scope of Services sections 1. a)1-2; b)1; c)1-2; d)1; e)1-2.						

Position Title	Hours Per Week	Number of Weeks	Hourly Rate	Total Salary Charged	Fringe Benefit Rate %	Total Fringe Benefit
Community Health Educator	35	34	\$33.50	\$39,865.00	15%	\$5,979.75
The Community Health Educator will support the ELC2 Funding Activities in Scope of Services sections 1. a)1-2; b)1; c)1-2; d)1; e)1-2.						

## Office Supplies:

<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
Ink and paper for printing COVID-19 educational materials	1	\$405.00	405.00
Pens for staff	4 boxes	\$9.00	\$36.00
Poster Paper for creating COVID-19 educational posters	2 pieces	\$16.16	\$32.32
File Folders for organizing COVID-19 educational materials	2 boxes	\$22.00	\$44.00
<b>TOTAL OFFICE SUPPLIES</b>			<b>\$517.32</b>

## Equipment:

<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
Cell phone for Public Health Nurse	1	Each	\$599.15	\$599.15
<b>TOTAL EQUIPMENT</b>				<b>\$599.15</b>
The Equipment costs will support the ELC2 Funding Activities in Scope of Services sections 1. a)1-2; b)1; c)1-2; d)1; e)1-2.				

## PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **“Bid”** shall mean a bid submitted in response to a solicitation.
  2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
  3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
  4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  5. **“Client”** shall mean a recipient of the Contractor’s Services.
  6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
  7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
  8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
  9. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
  10. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  11. **“Confidential Information” (formerly “Personal Information”)** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.”

Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made **available to the general public.**

12. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

#### **B. Client-Related Safeguards.**

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

#### **C. Contractor Obligations.**

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

- 2. Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Department of Public Health or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
- 3. Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
- (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
  - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

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

- 4. Federal Funds.**
- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
  - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
    - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
    - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
  - (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:
- (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or
  - (2) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (“HHS/OIG”) Excluded Parties list and the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

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

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

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.
- 6. Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
- (a) Real estate sales or leases;
  - (b) Leases for equipment, vehicles or household furnishings;
  - (c) Mortgages, loans and working capital loans; and
  - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
- 7. Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
    - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
    - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
    - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
  - (b) Any change in the above status shall be immediately reported to the Agency.
- 8. Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
- 9. Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

- 10. Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
- 11. Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
- (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or Contractor Parties; and
  - (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
    - i. the confidentiality of any part of or all of the Contractor’s bid or proposal, and
    - ii. Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, “Goods” means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide
- (1) a certificate of insurance,
  - (2) the declaration page and
  - (3) the additional insured endorsement to the policy to the Agency all in an electronic format acceptable to the Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Agency on or before each anniversary of the Effective Date during the

Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
- 12. Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:
- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
  - (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
  - (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
  - (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- 13. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
- 14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
  - (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any

rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.

- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**16. Representations and Warranties. Contractor shall:**

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

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

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

**19. Protection of Confidential Information.**

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

- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data-security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
- 20. Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
- 21. Litigation.**
- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform

fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

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

**1. Contract Amendment.**

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
  - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
  - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

**2. Contractor Changes and Assignment.**

- (a) The Contractor shall notify the Agency in writing:
  - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - (2) no later than ten (10) days from the effective date of any change in:
    - (A) its certificate of incorporation or other organizational document;
    - (B) more than a controlling interest in the ownership of the Contractor; or
    - (C) the individual(s) in charge of the performance.

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

### 3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to 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:
- (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
  - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
  - (3) permanently discontinue part of the Services to be provided under the Contract;

- (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
  - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
  - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
  - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
  - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this

Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

#### **7. Transition after Termination or Expiration of Contract.**

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

**E. Statutory and Regulatory Compliance.**

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

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

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

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions.
- (1) “Breach” shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
- (2) “Business Associate” shall mean the Contractor.
- (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
  - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
  - (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
  - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet

the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

- (8)** Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9)** Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10)** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11)** Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12)** Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13)** Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14)** In the event that an Individual requests that the Business Associate

  - (A)** restrict disclosures of PHI;
  - (B)** provide an accounting of disclosures of the Individual's PHI;
  - (C)** provide a copy of the Individual's PHI in an electronic health record; or
  - (D)** amend PHI in the Individual's designated record set
  - (E)** the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15)** 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

- (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
  - (B) 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
- (16) 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 PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
    2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
    4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
    5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- (D)** If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (E)** If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- (F)** 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.
- (G)** Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h)** Permitted Uses and Disclosure by Business Associate.

  - (1)** General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2)** Specific Use and Disclosure Provisions

    - (A)** 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.
    - (B)** 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.
    - (C)** Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

- (i) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (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.
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (I) Miscellaneous Sections.
- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
  - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
  - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
  - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
  - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
  - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
  - (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
2. **Americans with Disabilities Act.** The Contractor shall be and remain in **compliance** with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time

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

3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor’s exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
  - (a) For purposes of this Section, the following terms are defined as follows:
    - (1) “Commission” means the Commission on Human Rights and Opportunities;
    - (2) “Contract” and “contract” include any extension or modification of the Contract or contract;
    - (3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
    - (4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose;
    - (5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - (6) “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
    - (7) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
    - (8) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
    - (9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (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 C.G.S. § 32-9n; and

- (10)** “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is:

- (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract,
- (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,
- (3) the federal government,
- (4) a foreign government, or
- (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

**(b)**

- (1)** The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (1)** 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;
  - (2)** 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;

- (3) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and
  - (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 as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
  - (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)
    - (5) 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;
    - (6) 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;

- (7) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
  - (8) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (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 C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) **Nondiscrimination Certification.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) signing this nondiscrimination affirmation on the following line:
- 

## 6. Freedom of Information.

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

7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such

employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
9. **Campaign Contribution Restriction.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](#)"
10. **Summary of Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:
  - (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
  - (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
  - (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
  - (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
  - (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

- 11. Large State Contract Representation for Contractor.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- (1) That no gifts were made by:
    - A. the Contractor,
    - B. any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
    - C. any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to
      - i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
      - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
  - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
  - (3) That the Contractor submitted bids or proposals without fraud or collusion with any person.
- 12. Large State Contract Representation for Official or Employee of State Agency.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
- 13. Iran Energy Investment Certification.**
- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
  - (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

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

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

**Please note:** A copy of, or a hyperlink to, the electronic version of this notice must be provided in the bid specifications or requests for proposals for a state contract. Notice of the contribution certification requirements detailed below must also be given. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received such notice and the written certifications have been provided by the state contractor.

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### CERTIFICATION REQUIREMENT

A state contractor or prospective state contractor submitting a bid or proposal for a state contract must disclose on the certification form (typically OPM Form 1,) all contributions made by any of its principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates *for a period of four years prior* to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all contributions have been disclosed.

Furthermore, a state contractor or prospective state contractor submitting a bid or proposal for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, *in the previous four years*, that were determined by the State Elections Enforcement Commission to be in violation of General Statutes § 9-612, without mitigating circumstances being found.

Each certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an up-dated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

For further information on the notice and certifications, and to find answers to many questions raised by this notice, please see the Frequently Asked Questions – State Contractors section of the Commission's website at

<https://seec.ct.gov/Portal/SCCB/FAQs>.



### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

Additional information about state contractors campaign finance limitations may be found on the website of the State Elections Enforcement Commission, <https://portal.ct.gov/seec>. Click on the link to “State Contractor and Lobbyist Provisions.”

### DEFINITIONS

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

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

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



**DEFINITIONS (Continued)**

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

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

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

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

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

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

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

Original Contract (#2022-0152)

Amendment #\_\_\_\_\_

(For Internal Use Only)

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

**SIGNATURES AND APPROVAL**

**Contractor (Corporate/Legal Name of Contractor):** Monroe Health Department

**Contractor Legal Representative**

**(if applicable)**

**Contractor Authorized Signatory:**

\_\_\_\_\_  
Signature (Authorized Official)

\_\_\_\_\_  
Signature (Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
Date

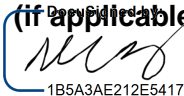
\_\_\_\_\_  
Date

**Agency:** Connecticut Department of Public Health

**Agency Office of General Counsel**

**Agency Authorized Signatory:**

**(if applicable):**



\_\_\_\_\_  
Signature (Authorized Official)

\_\_\_\_\_  
Signature (Authorized Official)

Mariedy Collazo Cruz          DPH Attorney

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

1/20/2023 | 8:35 AM EST

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Connecticut Attorney General** (Approved as to form)

\_\_\_\_\_  
Signature (Authorized Official)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name and Title of Authorized Official



# TOWN OF MONROE

TOWN COUNCIL

7 Fan Hill Road

Monroe, CT 06468

[www.monroect.org](http://www.monroect.org)

Date: February 9, 2023

To: Town Council Members

From: Jonathan Formichella, Chair

cc: Kenneth M. Kellogg, First Selectman

**Subject: Departmental Budget Workshops**

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During our Town Council meeting on February 13, 2023, please be prepared to identify those departments you wish to have attend a budget workshop meeting.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

Date: February 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Frank Dutches, Town Treasurer  
Ron Bunovsky, Director of Finance

**Subject: Resolution Regarding Individuals Authorized to Transact on the Town's Account with Janney Montgomery Scott LLC.**

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For roughly 15 years, the Town has held certain US Government backed bonds with Janney Montgomery Scott, LLC ("Janney"). The Town Treasurer has alerted me to the fact that this account requires authorization to place his name as authorized to transact on the account as Town Treasurer.

Janney has provided their standardized form inclusive of their required resolution, which has been attached herein as Resolution #23-019. The document has been reviewed by our Town Attorney, who provided the attached opinion letter.

I ask that you place this resolution on the agenda of your next meeting for consideration and adoption.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

February 9, 2023

### VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
Janney Resolution (“Resolution”) between the Town of Monroe (“Town”)  
and Janney Montgomery Scott LLC (“JMS”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the above-referenced Resolution authorizing our First Selectman, Finance Director and Treasurer to consummate orders and transactions relative to town securities and other assets held on account with JMS. This Resolution renews the this authority for the respective offices therein named however, updates the prior authorizing resolution which did not name Mr. Dutches, due to his taking office subsequent to the execution of same.

Therefore, pursuant to the Town of Monroe Charter (“Charter”), I hereby approve the Resolution in form and content and recommend that it be forthwith submitted to the Town Council for approval and authorization of the execution thereof by the therein named individuals in the capacities stated.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,

  
Francis Lieto

# Janney Corporate/ Non-Corporate Resolution



Account # [REDACTED]

Name of Organization Town Of Monroe

I Vida Stone Town Clerk  
(Name of Officer or Partner signing this Resolution) (Title of Officer or Partner signing this Resolution)

hereby certify that the following is a true copy of a resolution duly adopted by the Town Council  
(Name of Governing Body; e.g. Board of Directors, Executive Committee)  
which is in full force and effect on this date. Be it resolved that each of the following has been elected or appointed and is/are hereby authorized to enter orders to purchase, sell, or sell short securities or other assets of every kind and description and execute all transactions for and on behalf of this Entity, and to sell, assign, and endorse for transfer certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of the above listed organization.

Name: <u>Kenneth M. Kellogg</u>	Title: <u>First Selectman</u>
Name: <u>Ronald J. Bunovsky Jr.</u>	Title: <u>Director of Finance</u>
Name: <u>Francis A. Dutches</u>	Title: <u>Treasurer</u>
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

This authorization shall remain in full force and effect, and Janney may continue to rely on this authorization until such time as Janney receives written notice of its termination or modification.

\_\_\_\_\_  
Officer (or other authorized individual) \_\_\_\_\_  
Date

(Must be signed by officer or other authorized individual of the Organization. Please note that if the individual signing this resolution intends to be a person authorized to enter transactions on behalf of this Organization, the individual's name must be included as an authorized person in the list above.)



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroe.ct.gov](http://www.monroe.ct.gov)

Date: February 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Ron Bunovsky, Finance Director  
Chris Nowacki, Director of Public Works  
Missy Orosz, Director of Parks & Recreation  
John Howe, Chief, Stevenson Fire Department  
Josh Krize, Chief, Monroe Fire Department

**Subject: Resolutions Regarding Bonding Authorizations**

In related correspondence dated today, I communicated my recommendation to adopt certain bonding resolutions to the Town Council, Board of Finance, and Legal Voters of the Town of Monroe.

I ask that you place the attached resolutions on the agenda of your next meeting for consideration and adoption. I further recommend that the Town Council consider, for each resolution, a motion to waive the reading of the entitled resolution and that its full text be incorporated into the minutes of the meeting.

**RESOLUTION #23-020: RESOLVED**, that the resolution entitled, "RESOLUTION AUTHORIZING AN APPROPRIATION OF \$1,020,000 FOR A ROAD CONSTRUCTION AND RECONSTRUCTION PHASE 9 PROJECT AND AUTHORIZING THE ISSUANCE OF THE TOWN'S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$1,020,000 TO FINANCE THE APPROPRIATION," a copy of which is available at this meeting and was included in the packet of meeting materials, is hereby approved and recommended for adoption by the Town.

**RESOLUTION #23-021: RESOLVED**, that the resolution entitled, "RESOLUTION AUTHORIZING AN APPROPRIATION OF \$1,195,000 FOR THE PURCHASE OF FIRE APPARATUS AND SAFETY EQUIPMENT AND AUTHORIZING THE ISSUANCE OF THE TOWN'S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$1,195,000 TO FINANCE THE APPROPRIATION," a copy of which is available at this meeting and was included in the packet of meeting materials, is hereby approved and recommended for adoption by the Town.

**RESOLUTION #21-022: RESOLVED**, that the resolution entitled, "RESOLUTION AUTHORIZING AN APPROPRIATION OF \$745,000 FOR THE PURCHASE OF TRUCKS AND EQUIPMENT FOR THE DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION AND AUTHORIZING THE ISSUANCE OF THE TOWN'S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$745,000 TO FINANCE THE APPROPRIATION," a copy of which is available at this meeting and was included in the packet of meeting materials, is hereby approved and recommended for adoption by the Town.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

Kenneth M. Kellogg  
First Selectman  
[kkellogg@monroect.gov](mailto:kkellogg@monroect.gov)

February 9, 2023

**To the Town Council, Board of Finance and Legal Voters of the Town of Monroe:**

Pursuant to Chapter IX of the Charter, I recommend the adoption of the bond resolution attached hereto and entitled:

**“RESOLUTION AUTHORIZING AN APPROPRIATION OF \$1,020,000 FOR A ROAD CONSTRUCTION AND RECONSTRUCTION PHASE 9 PROJECT AND AUTHORIZING THE ISSUANCE OF THE TOWN’S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$1,020,000 TO FINANCE THE APPROPRIATION.”**

Sincerely,

Kenneth M. Kellogg  
First Selectman



## TOWN OF MONROE

### **RESOLUTION AUTHORIZING AN APPROPRIATION OF \$1,020,000 FOR A ROAD CONSTRUCTION AND RECONSTRUCTION PHASE 9 PROJECT AND AUTHORIZING THE ISSUANCE OF THE TOWN'S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$1,020,000 TO FINANCE THE APPROPRIATION**

---

#### **RESOLVED:**

(i) that the sum of \$1,020,000 be appropriated, which amends an appropriation that was approved pursuant to the Town's Annual Budget Referendum on May 3, 2022 regarding implementation of the Fiscal Year 2023 Budget, for the costs of a road construction and reconstruction phase 9 project (the "Project") in the Town of Monroe (the "Town"), which project includes the construction, reconstruction, repair and resurfacing of various roads located in the Town, and all alterations, repairs and improvements in connection therewith, as well as engineering, architectural and temporary and permanent financing costs. To meet said appropriation and in lieu of a tax therefor, bonds of the Town shall be issued pursuant to Chapter 109 of the Connecticut General Statutes, as amended, or any other provision of law thereto enabling, in the amount of \$1,020,000 or so much thereof as may be necessary after deducting grants or other sources of funds appropriated and available therefor, which bonds shall be general obligations of the Town to which its full faith and credit is pledged; and

(ii) that the First Selectman and the Treasurer be authorized to issue and sell such bonds and to determine the amount, date, date of maturity, interest rate, form and other details of such bonds, pursuant to Chapter 109 of the Connecticut General Statutes, as amended, or any other provision of law thereto enabling; and

(iii) that the First Selectman and the Treasurer shall sign the bonds by either manual or facsimile signatures and that the law firm of Pullman & Comley, LLC is designated as bond counsel to approve the legality of the bonds; and

(iv) that the First Selectman and the Treasurer be authorized to issue and sell temporary notes of the Town in an amount not to exceed \$1,020,000 in anticipation of the receipt of the proceeds from the sale of such bonds and to determine the amount, date, date of maturity, interest rate, form and other details of such notes, pursuant to Chapter 109 of the Connecticut General Statutes, as amended, or any other provision of law thereto enabling, provided that the proceeds from the sale of such notes shall be used for said purpose; and

(v) that the First Selectman, the Treasurer, or either of them, is authorized to designate a bank or trust company to be the certifying bank, registrar, transfer agent and paying agent of the bonds; to sell the bonds

and notes at public or private sale or negotiation; to deliver the bonds and notes; to perform and comply with all requirements of the Internal Revenue Code of 1986, as amended, and to perform all other acts and execute such documents which are necessary or appropriate to issue the bonds and notes including, but not limited to, the execution and delivery of a bond purchase agreement, tax compliance agreement and bond insurance agreement; and

(vi) that the First Selectman, Treasurer and Director of Finance or any one of them are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution, including agreements to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended; and

(vii) that the Town reasonably expects to incur expenditures (the "Expenditures") in connection with the capital project for which a general functional description is provided above. The Town reasonably expects to reimburse itself for the cost of the Expenditures with the proceeds of bonds, notes or other obligations of the Town described above. The maximum principal amount of such debt is not expected to exceed \$1,020,000. This declaration of official intent is a declaration of official intent made pursuant to Treasury Regulation Section 1.150-2.



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

Kenneth M. Kellogg  
First Selectman  
[kkellogg@monroect.gov](mailto:kkellogg@monroect.gov)

February 9, 2023

**To the Town Council, Board of Finance and Legal Voters of the Town of Monroe:**

Pursuant to Chapter IX of the Charter, I recommend the adoption of the bond resolution attached hereto and entitled:

**“RESOLUTION AUTHORIZING AN APPROPRIATION OF \$1,195,000 FOR THE PURCHASE OF FIRE APPARATUS AND SAFETY EQUIPMENT AND AUTHORIZING THE ISSUANCE OF THE TOWN’S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$1,195,000 TO FINANCE THE APPROPRIATION.”**

Sincerely,

Kenneth M. Kellogg  
First Selectman



## TOWN OF MONROE

### **RESOLUTION AUTHORIZING AN APPROPRIATION OF \$1,195,000 FOR THE PURCHASE OF FIRE APPARATUS AND SAFETY EQUIPMENT AND AUTHORIZING THE ISSUANCE OF THE TOWN'S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$1,195,000 TO FINANCE THE APPROPRIATION**

---

#### **RESOLVED:**

(i) that the sum of \$1,195,000 be appropriated, which amends an appropriation that was approved pursuant to the Town's Annual Budget Referendum on May 3, 2022 regarding implementation of the Fiscal Year 2023 Budget, for the costs to purchase fire apparatus and safety equipment, including self-contained breathing apparatus replacements and quick attack mini pumper for the Monroe Volunteer Fire Department in the Town of Monroe (the "Town") and the costs to refurbish a rescue firetruck for the Stevenson Volunteer Fire Department in the Town, and to pay the costs of all temporary and permanent financing (the "Project") and to meet said appropriation and in lieu of a tax therefor, bonds of the Town be issued pursuant to Chapter 109 of the Connecticut General Statutes, as amended, or any other provision of law thereto enabling, in the amount of \$1,195,000 or so much thereof as may be necessary after deducting grants or other sources of funds appropriated and available therefor, which bonds shall be general obligations of the Town to which its full faith and credit is pledged; and

(ii) that the First Selectman and the Treasurer be authorized to issue and sell such bonds and to determine the amount, date, date of maturity, interest rate, form and other details of such bonds, pursuant to Chapter 109 of the Connecticut General Statutes, as amended, or any other provision of law thereto enabling; and

(iii) that the First Selectman and the Treasurer shall sign the bonds by either manual or facsimile signatures and that the law firm of Pullman & Comley, LLC is designated as bond counsel to approve the legality of the bonds; and

(iv) that the First Selectman and the Treasurer be authorized to issue and sell temporary notes of the Town in an amount not to exceed \$1,195,000 in anticipation of the receipt of the proceeds from the sale of such bonds and to determine the amount, date, date of maturity, interest rate, form and other details of such notes, pursuant to Chapter 109 of the Connecticut General Statutes, as amended, or any other provision of law thereto enabling, provided that the proceeds from the sale of such notes shall be used for said purpose; and

(v) that the First Selectman, the Treasurer, or either of them, is authorized to designate a bank or trust company to be the certifying bank, registrar, transfer agent and paying agent of the bonds; to sell the bonds and notes at public or private sale or negotiation; to deliver the bonds and notes; to perform and comply with

all requirements of the Internal Revenue Code of 1986, as amended, and to perform all other acts and execute such documents which are necessary or appropriate to issue the bonds and notes including, but not limited to, the execution and delivery of a bond purchase agreement, tax compliance agreement and bond insurance agreement; and

(vi) that the First Selectman, Treasurer and Director of Finance or any one of them are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution, including agreements to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended; and

(vii) that the Town reasonably expects to incur expenditures (the "Expenditures") in connection with the capital project for which a general functional description is provided above. The Town reasonably expects to reimburse itself for the cost of the Expenditures with the proceeds of bonds, notes or other obligations of the Town described above. The maximum principal amount of such debt is not expected to exceed \$1,195,000. This declaration of official intent is a declaration of official intent made pursuant to Treasury Regulation Section 1.150-2.



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

Kenneth M. Kellogg  
First Selectman  
[kkellogg@monroect.gov](mailto:kkellogg@monroect.gov)

February 9, 2023

**To the Town Council, Board of Finance and Legal Voters of the Town of Monroe:**

Pursuant to Chapter IX of the Charter, I recommend the adoption of the bond resolution attached hereto and entitled:

**“RESOLUTION AUTHORIZING AN APPROPRIATION OF \$745,000 FOR THE PURCHASE OF TRUCKS AND EQUIPMENT FOR THE DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION AND AUTHORIZING THE ISSUANCE OF THE TOWN’S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$745,000 TO FINANCE THE APPROPRIATION.”**

Sincerely,

Kenneth M. Kellogg  
First Selectman



## TOWN OF MONROE

### **RESOLUTION AUTHORIZING AN APPROPRIATION OF \$745,000 FOR THE PURCHASE OF TRUCKS AND EQUIPMENT FOR THE DEPARTMENTS OF PUBLIC WORKS AND PARKS AND RECREATION AND AUTHORIZING THE ISSUANCE OF THE TOWN'S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$745,000 TO FINANCE THE APPROPRIATION**

---

#### **RESOLVED:**

(i) that the sum of \$745,000 be appropriated, which amends an appropriation that was approved pursuant to the Town's Annual Budget Referendum on May 3, 2022 regarding implementation of the Fiscal Year 2023 Budget, for: 1) the costs to purchase trucks and equipment for the Department of Public Works in the Town of Monroe (the "Town") including, but not limited to the purchase of two (2) ten wheel trucks, a body replacement for one (1) six wheeler truck, a wood chipper, one (1) Ford F-550 truck with plow and spreader, one (1) Ford F-550 truck crew leader vehicle, and one (1) Ford F-550 inspection vehicle (the "DPW Equipment"), 2) the costs to purchase equipment for the Town's Parks and Recreation department including, but not limited to a lawnmower (the "Parks & Rec Equipment"); and 3) to pay the costs of all temporary and permanent financing associated with the DPW Equipment and the Parks & Rec Equipment (collectively, the "Project") and to meet said appropriation and in lieu of a tax therefor, bonds of the Town be issued pursuant to Chapter 109 of the Connecticut General Statutes, as amended, or any other provision of law thereto enabling, in the amount of \$745,000 or so much thereof as may be necessary after deducting grants or other sources of funds appropriated and available therefor, which bonds shall be general obligations of the Town to which its full faith and credit is pledged; and

(ii) that the First Selectman and the Treasurer be authorized to issue and sell such bonds and to determine the amount, date, date of maturity, interest rate, form and other details of such bonds, pursuant to Chapter 109 of the Connecticut General Statutes, as amended, or any other provision of law thereto enabling; and

(iii) that the First Selectman and the Treasurer shall sign the bonds by either manual or facsimile signatures and that the law firm of Pullman & Comley, LLC is designated as bond counsel to approve the legality of the bonds; and

(iv) that the First Selectman and the Treasurer be authorized to issue and sell temporary notes of the Town in an amount not to exceed \$745,000 in anticipation of the receipt of the proceeds from the sale of such bonds and to determine the amount, date, date of maturity, interest rate, form and other details of such notes, pursuant to Chapter 109 of the Connecticut General Statutes, as amended, or any other provision of law thereto enabling, provided that the proceeds from the sale of such notes shall be used for said purpose; and

(v) that the First Selectman, the Treasurer, or either of them, is authorized to designate a bank or trust company to be the certifying bank, registrar, transfer agent and paying agent of the bonds; to sell the bonds and notes at public or private sale or negotiation; to deliver the bonds and notes; to perform and comply with all requirements of the Internal Revenue Code of 1986, as amended, and to perform all other acts and execute such documents which are necessary or appropriate to issue the bonds and notes including, but not limited to, the execution and delivery of a bond purchase agreement, tax compliance agreement and bond insurance agreement; and

(vi) that the First Selectman, Treasurer and Director of Finance or any one of them are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution, including agreements to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended; and

(vii) that the Town reasonably expects to incur expenditures (the "Expenditures") in connection with the capital project for which a general functional description is provided above. The Town reasonably expects to reimburse itself for the cost of the Expenditures with the proceeds of bonds, notes or other obligations of the Town described above. The maximum principal amount of such debt is not expected to exceed \$745,000. This declaration of official intent is a declaration of official intent made pursuant to Treasury Regulation Section 1.150-2.



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroe.ct.gov](http://www.monroe.ct.gov)

Date: February 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Ron Bunovsky, Finance Director  
Vida Stone, Town Clerk  
Margaret Villani, Registrar of Voters  
Katherine Briggs, Registrar of Voters  
Frank Lieto, Town Attorney  
Frank Dutches, Town Treasurer

**Subject: Resolution Calling for a Town Meeting**

---

As you are aware, the Town Charter requires that the Town Council call a Town Meeting for any resolutions calling for the issuance on bonds.

I ask that you place the attached resolution on the agenda of your next meeting for consideration and adoption.

Thank you.



## TOWN COUNCIL RESOLUTION #23-023 CALLING FOR A TOWN MEETING

---

**RESOLVED**, That pursuant to Chapter IX, Section 1 of the Charter of the Town of Monroe, and contingent upon Board of Finance approval for items #1 – 3 below, the Town Council hereby calls a Town Meeting, to be warned and held on February 27, 2023, at 6:00 PM in the Monroe Town Council Chambers of the Monroe Town Hall to consider an act upon each of the following entitled resolutions individually, and that the Town Clerk cause notice of such meeting to be posted and published in accordance with law:

1. A resolution authorizing an appropriation of \$1,020,000 for a road construction and reconstruction phase 9 project and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$1,020,000 to finance the appropriation.
2. A resolution authorizing an appropriation of \$1,195,000 for the purchase of fire apparatus and safety equipment and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$1,195,000 to finance the appropriation.
3. A resolution authorizing an appropriation of \$745,000 for the purchase of trucks and equipment for the departments of public works and parks and recreation and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$745,000 to finance the appropriation.



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

Date: February 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Frank Lieto, Town Attorney

**Subject: Resolution Regarding Additional Settlement Agreements Resolving Opioid Litigation**

---

As you will recall, Town Council Resolution #20-196 provided authorization to participate in certain national settlement agreements regarding the opioid matter. We have recently been advised that the Town is able to participate in additional settlement agreements with Teva, Allergan, CVS, Walgreens, and Walmart.

I ask that you place the following resolution, as recommended by the Town Attorney, on the agenda of your next meeting for consideration and adoption.

**RESOLUTION #23-025: RESOLVED**, that the Town Council hereby authorizes settlement agreements (the "Settlements") resolving all opioid litigation brought by the states and local political subdivisions against all defendants including, without limitation, Teva, Allergan, CVS, Walgreens, and Walmart; and further, authorizes Kenneth M. Kellogg, First Selectman of the Town of Monroe, upon the consultation and written approval of the Town Attorney, to execute and deliver on behalf of the Town of Monroe all documents necessary to achieve the Town's participation in any such Settlements, including without limitation, execution of any and all participation and settlement agreements.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

February 9, 2023

### VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
New National Opioid Litigation Settlements between the Town of Monroe (“Town”) Teva, Allergan,  
CVS, Walgreens and Walmart (“New Settlements Agreement”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the New Settlements Agreement with the above-captioned parties who are referenced in same as “Settling Defendants”. While the Town Council has previously acted, in general, to participate in the national opioid litigation settlements, and specifically, to authorize receipt of certain settlement funds, the instant agreement includes parties who were not previously referenced in any prior agreements or correspondence. Therefore, while Town Council has already authorized participation in opioid settlements, because the prior resolution was specific to certain parties not named herein, Town Council authorization is once again required to permit you, on behalf of the Town, to execute any and all agreements in furtherance of the Town’s participation in these New Settlements and to receive funds resulting therefrom.

In that this round of settlements wasn’t anticipated, and because future unanticipated national opioid settlements may occur, I suggest this authorizing resolution mention the aforesaid Defendants and further include a catch-all provision to authorize our participation in all national opioid litigation settlements, with known and unknown settling parties/defendants.

With regard to the New Settlement Agreement, I hereby approve same in form and substance and recommend that it be forthwith submitted to the Town Council for approval and authorization thereof on behalf of the Town by you, as First Selectman, all pursuant to the Town of Monroe Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

MONROE TOWN, CT  
Reference Number: CL-383559

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: April 18, 2023***

Five new proposed national opioid settlements (“*New National Opioid Settlements*”) have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** (“Settling Defendants”). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district (“subdivision”).

You are receiving this *Participation Package* because Connecticut is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

**The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on April 18, 2023.**

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Matthew Fitzsimmons and Sara Nadim at the Connecticut Attorney General's Office at [Matthew.Fitzsimmons@ct.gov](mailto:Matthew.Fitzsimmons@ct.gov) or [Sara.Nadim@ct.gov](mailto:Sara.Nadim@ct.gov).

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*



**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes       No

Governmental Entity: MONROE TOWN	State: CT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: MONROE TOWN	State: CT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes       No

Governmental Entity: MONROE TOWN	State: CT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes       No

Governmental Entity: MONROE TOWN	State: CT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**EXHIBIT K**

**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes       No

Governmental Entity: MONROE TOWN	State: CT
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

Date: February 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Vida Stone, Bicentennial Committee Chair

**Subject: Resolution Regarding Engagement Agreement with Blue Sky Fireworks**

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Our Bicentennial Committee has worked to plan a fireworks display as a main component of the Town's celebration. Committee Chair Vida Stone has identified Blue Sky Fireworks as a recommended vendor for this event.

I directed our Town Attorney to negotiate and craft an mutually acceptable agreement, which has been provided along with the Town Attorney's opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

**RESOLUTION #23-026: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Engagement Agreement and any associated documents by and between Anthony Bauco DBA Blue Sky Fireworks, for a fireworks display at Wolfe Park.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

February 9, 2023

### VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
Vendor Interlocal Agreement between the Town of Monroe ("Town") and  
Anthony Bauco dba Blue Sky Fireworks ("Blue Sky") ("Agreement")

Dear First Selectman Kellogg:

Upon review of the proposed letter agreement as proposed by Blue Sky relative to engagement by the Town to perform a fireworks show at Wolfe Park, I determined that it was insufficient to meet the minimum requirements required to protect the Town's interests. As such, and at your direction, I drafted and negotiated the Agreement with Blue Sky and present a draft which is satisfactory, under all of the circumstances, to both parties.

Accordingly, I hereby approve the Agreement in form and content pursuant to Chapter V, Section 14 of the Town of Monroe Charter ("Charter") and further recommend same be forthwith submitted to the Town Council for approval and execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto



## **AGREEMENT**

This Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by and between the Town of Monroe, with an address of 7 Fan Hill Road, Monroe, CT 06468 (“Town”) and Anthony Bauco dba Blue Sky Fireworks with an address 154 Beardsley Road, Shelton, CT 06484 (“Vendor”) (Town and Vendor collectively the “Parties”) for the engagement as more particularly set forth herein below (“Engagement”).

1. Engagement. The Vendor shall perform those services as set forth on the attached Schedule “A” and shall provide all materials, equipment and labor to perform the Engagement.
2. Fee. The Total Fee for the Engagement is \$15,000 payable as follows:
  - a. \$7500 deposit w/in 5 days of full execution hereof AND application for permit by Vendor; and,
  - b. \$7500 on the date of the Engagement.

Except as set forth to the contrary, the Town shall not be responsible for any fees or costs above the aforesaid amount under any circumstances, including without limitation, any fees for permits, insurance, taxes, etc.

3. Status as Independent Contractor: The Parties agree that Vendor will be acting at all times as an independent contractor and not as an employee of the Town.
4. Licensing/Permits. Vendor shall procure any and all licensing and or permits as may be required by applicable law and shall hold the Town harmless. Vendor shall submit application for all such permitted within seven (7) days of the Effective Date and pursue same with diligence. Vendor’s failure to obtain a permit or otherwise comply with this section shall be deemed a material default of this agreement.

5. **Damage and Indemnity.** Vendor assumes full responsibility for any and all damages caused by Vendor's in the performance of its services and activities under this Agreement. Vendor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and costs (including, without limitation, reasonable attorneys' fees and costs of litigation), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Vendor or any invitees, guests, agents, employees or subcontractors of Vendor, whether brought by any of such persons or any other person arising from Vendor's activities as authorized by this Agreement. The Town shall not in any manner, defend, indemnify, or hold harmless the Vendor.
6. **Insurance.** Vendor shall, at its own expense, purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation and other insurance as is appropriate for the services being performed hereunder by itself and its employees, contractors and agents. The Vendor shall maintain Comprehensive General Liability Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage, per occurrence; Two Million Dollars (\$2,000,000) general aggregate/excess umbrella naming the Town as an additional insured. All insurance policies shall be issued on a form acceptable to the Town and by responsible companies who are licensed and authorized under the laws of the State of Connecticut and acceptable to the Town.
7. **Assignment.** Vendor shall not have the right to assign this Agreement or any part thereof.
8. **Applicable Law and Forum.** Except as provided herein, this Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law principles. The Parties submit to personal jurisdiction in Connecticut and waive any and all objections to State of Connecticut as place of venue.
9. **Waiver.** No failure of either party to insist on strict compliance with this Agreement and the terms contained herein, or to exercise any right under it, shall be a waiver of such right.
10. **Cancellation.** In the event that the Engagement fails to occur due to Vendor's failure to appear, inability to obtain a permit or default of this agreement, the entire Fee shall be forthwith refunded to the Town. In the event the Engagement fails to occur due to preclusion by a weather event (rain or wind) or is otherwise cancelled by the Town for any reason other than as set forth below, then, except for the sum of \$2,500 which shall be retained by the

Vendor, the Fee shall be forthwith refunded to the Town. If after the Engagement is setup by the Vendor, and the Engagement cannot occur on the date or rain date due to cancellation by any town or state public safety official in the interest of public safety, then the Town shall not receive any refund of the Fee.

11. Attorney's Fees. Should Vendor be in default of this agreement, the Town shall be entitled to reasonable attorney's fees and costs incurred as a result of said default.
12. Modification. The Parties further agree that this Agreement may not be modified, changed, amended, supplemented or rescinded except pursuant to a written instrument signed by the Parties.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly authorized, executed and delivered as of the Effective Date.

TOWN OF MONROE

By: \_\_\_\_\_  
Kenneth M. Kellogg  
First Selectman

VENDOR

\_\_\_\_\_  
Anthony Bauco

**SCHEDULE A**  
**ENGAGEMENT**

Date of Engagement: Sunday May 28, 2023(Rain Date: Monday May 29 2023)

Time: Approx. 9:00 P.M.

Location: Wolfe Park Monroe CT.

Blue Sky Fireworks shall conduct an onsite inspection and meet with the local Fire Marshal to obtain a local permit. Blue Sky will supply all the fireworks consisting of a variety of multi shot aerial preloaded finale boxes with reports & special effects and grand finale which will last for approximately 20 minutes.

Any small debris of paper left must be cleaned by the Town of Monroe. Within this proposal we will obtain all the required insurance and permits. Fireworks cannot be set off if winds exceed 20 miles per hour or if there is heavy rain.

Spectators will be held back at a minimum of 275 feet by Yellow Caution Tape