



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

(203)797-4652
FAX: (203)796-1526

M E M O R A N D U M

TO: Hon. Mark D. Boughton via the Common Council
FROM: Daniel G. Garrick, Assistant Director of Finance *DG*
RE: BIOTERRORISM RESPONSE PREPAREDNESS GRANT
DATE: December 1, 2004

Attached for your review is a resolution, which would allow the City of Danbury, through the Connecticut Department of Public Health, to provide for the assessment of local health emergency response capability, development of response plans, and training of department staff. The total grant amount (for the time period August 31, 2004 through August 30, 2005) is \$83,754 with no local match required. I have included for your review the budget for this grant.

The Common Council is requested to consider this resolution at its next meeting.

If you have any questions, or require any further information, please contact my office at 203-797-4652.

Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Department of Public Health has made grant funds available to local health departments to provide for the development of local and regional Public Health Preparedness Planning Grants concerning bioterrorism, the exercise of related drills, the development of local communication resources, and the training of local health department staff, for the period of August 31, 2004 through August 30, 2005; and

WHEREAS, for the time period of August 31, 2004, through August 30, 2005, grant funds not to exceed \$83,754.00, requiring no local match, will be made available to the Danbury Health and Housing Department for a Public Health Preparedness Planning Grant; and

WHEREAS, the Danbury Health and Housing Department will provide the planning, drills, communication, resources, and training services called for in the Grant.

NOW THEREFORE, BE IT RESOLVED THAT, Mark D. Boughton, Mayor of the City of Danbury or The Director of Health, as his designee, is authorized to apply for said grant and to accept the grant award on behalf of the City of Danbury, if such award is made. Any prior actions of the Mayor or the Director of Health regarding the application are hereby ratified.

BE IT FURTHER RESOLVED THAT, Mayor Mark D. Boughton is hereby authorized to make, execute and approve on behalf of the City of Danbury all contracts/agreements or amendments thereof, which do not require expenditure of City funds, with the Connecticut Department of Public Health regarding said grant, and to take all actions necessary to accomplish the purposes of the grant.

PRINT OR TYPE

1. Prepare 5 copies
2. The State Agency And The Contractor As Listed Below Hereby Enter Into An Agreement Subject to the terms and conditions stated herein and/or Attached hereto and Subject to the Provisions of Section 4-98 of the Connecticut General Statutes as Applicable.
3. Acceptance of this Contract implies Conformance with Terms and Conditions set forth at Sheet 2 of this file, as attached hereto and incorporated by reference.

DPH Log #2005-1070

1) <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	2) Identification No P.S.
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CONTRACTOR	3) CONTRACTOR NAME City of Danbury	4) Are you Presently a State Employee <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 155 Deer Hill Avenue, Danbury, CT 06810	Contractor FEIN/SSN 000-00-0034

STATE AGENCY	5) AGENCY NAME AND ADDRESS: State of Connecticut, Department of Public Health MS#13 GCT, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308	6) AGENCY NO. 48500
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CONTRACT PERIOD	7) DATE (FROM) 8/31/04	THROUGH (TO) 8/30/05	8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input type="checkbox"/> Neither
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CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)	9) Required No. of days written notice: 30
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COMPLETE DESCRIPTION OF SERVICE	10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) The City of Danbury, hereinafter "the contractor", shall continue to provide public health preparedness planning (PHPP) services initiated under a previous contract between the contractor and the Department of Public Health, hereinafter "DPH", as described in Section I of this agreement as follows: (Continued on Page 2)	
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COST AND SCHEDULE OF PAYMENTS	11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Payment shall be made according to the schedule in I.F of this agreement. The total amount of this contract shall not exceed \$83,754.	
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12) ACT CD	13) DOC TYP	14) COM TYP	15) LSE TYP	16) ORIG AGCY 48500	17) DOCUMENT NO.	18) COMMIT. AGCY 4885	19) COMMIT No.	20) VENDOR FEIN/SSN- SUFFIX 000-00-0034
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21) COMMITTED AMOUNT \$	22) OBLIGATED AMOUNT \$83,754.	23) CONTRACT PERIOD (from/to) 08/31/04 08/30/05
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REQUIRED							OPTIONAL		REQR
Amount	FUND	Department	SID	Program	Account	Project	Activity	Agcy Chart	Budget Re
\$46,137	12060	DPH48553	21096	42006	55050	DPH_NP	161075		2005
\$16,071	12060	DPH48663	21096	42003	55050	DPH_NP	161076		2005
\$7,470	12060	DPH48558	21096	42006	55050	DPH_NP	161079		2005
\$6,238	12060	DPH48553	21096	42006	55050	DPH_NP	161082		2005
\$7,838	12060	DPH48553	21096	42006	55050	DPH_NP	161083		2005

An Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	34) STATUTORY AUTHORITY : 4-8, 19a-2a, 19a-32
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The Contractor herein IS NOT a Business Associate under HIPAA*:

35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
36) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.	TITLE	DATE
38) ATTORNEY GENERAL (APPROVED AS TO FORM)	TITLE	DATE

EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

I. NON-DISCRIMINATION

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 Conn., Gen. Stat. § 32-9n; and "good faith" means that degree of diligence which a reasonable person who exercise in the performance of legal duties and obligations. "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.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities

For purposes of this section, "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.

(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 or persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. § 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights And Opportunities with such information requested by the Commission, and permit, 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 section 46a-56. If the Contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training, technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public, works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provision of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut 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 terms of this contract and any amendments thereto.

(g) The contractor agrees to the following provisions: The contractor agrees and warrants that in the performance of the agreement 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 of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation, 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; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; 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 section 46a-56 of the general statutes.

(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 section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

INSURANCE

The contractor agrees that while performing services specified in this agreement that he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

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

2004-2005 Bioterrorism Budget - DPH Log # 2005-1070
 (August 31, 2004 – August 30, 2005)

Description	Budget
Regular Salary-Director of Health	\$ 2,000
Regular Salary-J. S. Kozuchowski	2,350
Regular Salary-A. Evans	300
Regular Salary-M.S. Bonjour	600
Regular Salary-P.M. Dunn	1,500
Regular Salary-S. T. LeRoy	1,500
Regular Salary-J.M. Mead	1,500
Regular Salary-D.R. Melillo	350
Regular Salary-M.A. Montana	350
Regular Salary-J. Phillips	250
Regular Salary-R.A. Ruelke	250
Regular Salary-T.S. Saleski	600
Regular Salary-P.H. Schierloh	1,000
Regular Salary-M.A. Singer	350
Regular Salary-S.L. Zaborowski	250
Total Regular Salaries	\$13,150*
Overtime Salaries	\$ 1,000
P/T Salary-J. Olejniczak	\$27,903**
P/T Salary-E. A. Benjamin	1,200
Total Part Time Salaries	\$29,103
Fringe Benefits	5,220
Professional Services	24,000
Communication Services	500
Postage	500
Office Supplies	900
Travel/Mileage	600
Training Courses	1,000
Conferences	500
Subscriptions-Memberships	150
Printing & Binding	500
Legal & Public Notices	400
Internet	0
Medical Supplies (clinic ancillary supplies)	1,631
Equipment	1,000
Equipment Maintenance	250
Administrative Fee	1,675
Audit	<u>1,675</u>
GRANT TOTAL	\$83,754

* Includes reimbursement for mandatory staff training time.

** For period of 10/31/04 through 8/30/05.