



**MEMORANDUM OF AGREEMENT
BETWEEN
THE CONNECTICUT DEPARTMENT OF CORRECTION
AND
THE UNIVERSITY OF CONNECTICUT HEALTH CENTER**



Name: DNA Backlog Collection Project
 Number: 2009CAU-53
 Effective Dates: Execution- 6/30/10

This Agreement is entered into by Carol Salsbury, Acting Deputy Commissioner, on behalf of the Department of Correction (hereinafter ‘CTDOC’) and Robert Trestman, Executive Director, Correctional Managed Health Care on behalf of the University of Connecticut Health Center (hereinafter ‘UCHC’).

WHEREAS, CTDOC has received grant funding under the American Recovery and Reinvestment Act, Connecticut Justice Assistance Grant Program to perform an additional 4,000 DNA collections from inmates in order to eliminate the backlog of collections waiting to be performed; and

WHEREAS, UCHC currently performs all DNA collections on CTDOC inmates and has the capacity to increase collections taken to meet the grant requirements;

NOW, THEREFORE, the parties agree as follows:

I. Purpose

The purpose of this project is to eliminate the backlog of DNA collections waiting to be taken from CTDOC inmates in correctional facilities across the State of Connecticut.

II. Term of Agreement

This agreement will begin upon full execution and will terminate on June 30, 2010, unless otherwise amended. This agreement may be modified or amended by mutual written agreement at any time.

III. Termination

Either party, through written notice, may cancel this agreement. Such notice must be received no later than thirty days prior to the anticipated termination date.

Either party may terminate this agreement, without notice, if in the opinion of its Commissioner the health, welfare or safety of the public, staff, or offenders is in jeopardy, or if funding for the project becomes unavailable.

IV. Funding

In accordance with the terms and conditions detailed in CTDOC’s grant and upon receipt of properly executed transfer invoices, CTDOC will reimburse UCHC an amount not to exceed \$138,768. UCHC expenditures in support of this project will be made in accordance with the following allocations:

Salaries		\$120,550
Fringe Benefits		\$13,727
Travel		\$4,491
Total		\$138,768

Payment will be made quarterly, on a prospective basis. Invoices must be submitted to the following address:

Department of Correction
24 Wolcott Hill Road
Wethersfield, CT 06109
Attention: Melanie Sparks

V. Responsibilities of Parties

A. UCHC agrees to:

1. Assist CTDOC with the development and implementation of this project.
2. Assign staff to CTDOC facilities to conduct DNA swabbing, process specimens and complete paperwork. Specific locations will be determined by CTDOC based upon need for services.
3. Maintain the following staff positions for the duration of this Agreement. CTDOC reserves the right to deny assignments based on the results of the individual's CTDOC Background Check.
 - Project Administrator: 6 hours per week
 - Project Supervisor: 32 hours per week
 - Lab Aides: 3 positions, 35 hours per week, each
4. Require all employees assigned to this project to attend staff orientation and training provided by CTDOC.
5. Attend meetings as necessary to implement and maintain this project.
6. Assist CTDOC in the design of procedures for collecting DNA samples from eligible offenders upon entry into a correctional facility.
7. Provide reports to CTDOC as necessary to adhere to the terms and conditions of the grant received for this project.
8. Ensure that all activities conducted pursuant to this agreement are in accordance with the terms and conditions of the grant award and requirements established under the American Recovery and Reinvestment Act (ARRA) and Executive Order 25. A copy of the grant award will be made available to UCHC upon request.

B. CTDOC agrees to:

1. Provide oversight of the project through CTDOC's Grants Office and Offender Classification and Population Management.
2. Provide DNA Test Kits for use by UCHC staff.
3. Create and maintain a prioritized listing of inmates on which DNA collections will be performed as part of this project.
4. Provide adequate space at CTDOC facilities to conduct collections.
5. Conduct Background Checks on UCHC employees prior to their entrance into correctional facilities.
6. Provide training and orientation for UCHC staff assigned to this project.

VI. Miscellaneous

A. UCHC will retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and will make them available for inspection and audit by OPM or its representatives.

B. Entry of UCHC personnel into any correctional facility is contingent upon successful completion of a background check of each individual.

C. UCHC agrees to adhere to all terms and conditions set forth in CTDOC 'Guide for Contractors in the Correctional Environment'. A copy of this document will be made available to UCHC upon request.

D. UCHC understands that providing services within a correctional facility poses certain risks.

VII. Statutory Authority

For the Connecticut Department of Correction: §4-8 of the CGS.

For the University of Connecticut Health Center: §17a-451 of the CGS.

This agreement will be governed at all times by the terms and conditions set forth in the CTDOC grant award for this project.

For the Connecticut Department of Correction:


For the University of Connecticut Health Center:



Carol Salsbury 11/2/09 Date
Acting Deputy Commissioner



Robert Trestman 10.13.09 Date
Executive Director, Correctional Managed Health Care



Jeff Small 10-8-09 Date
Associate VP Administration and Finance