

Aetna Parking Agreement
(Hartford Public Schools)



Leslie Torres-Rodriguez, Ed. D.
Superintendent

Claudio Bazzano
Executive Director of Facilities

May 6, 2021

Aetna Parking Agreement

The Aetna Lot C was the closest available lot to the Hartford Public High School.

Previously, The Hartford Public Schools (HPS) had leased the parking spaces for staff under I-84 at the corner of Capital Avenue and Forrest Street from the State of Connecticut. Once the I-84 project began in April 2015, the State DOT informed HPS that the lot was no longer available. The HPS has been leasing Lot C on Hawthorn Street since May 2015.

COST:

FY2021-22 - \$125,280

FY2022-23 - \$130,291 Projected

FY2023-24 - \$135,502 Projected

Sincerely,

A handwritten signature in blue ink, appearing to read "Claudio Bazzano", is written over a blue circular stamp.

Claudio Bazzano
Executive Director of Facilities
Hartford Public School
T. 860-695-3233

PARKING AGREEMENT

THIS PARKING AGREEMENT (the "Agreement") dated as of _____, 2021 is entered into by and between **AETNA LIFE INSURANCE COMPANY**, a Connecticut corporation ("Aetna"), with a principal place of business at 151 Farmington Avenue, Hartford, Connecticut and the **CITY OF HARTFORD** (the "City") with a principal place of business at 550 Main Street, Hartford, Connecticut 06103.

WHEREAS, Aetna is the owner of a surface parking lot known as "Lot 5" (located at the northwest corner of Laurel Street and Hawthorn Street), in Hartford, Connecticut, and identified on the site plan attached hereto as Exhibit A as lot number "5" (the "Property"); and

WHEREAS, City desires to obtain permission from Aetna to use the Property for the parking of one hundred eighty (180) personal vehicles for City's employees and invitees.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. Agreement to Park. Aetna hereby grants to City the right to the use of one hundred eighty (180) parking spaces on an exclusive basis, to enter over, across and upon the Property for the purpose of parking Monday through Friday 6 a.m. to 6 p.m. The City hereby acknowledges that a parking access card is required in order to access the security gates to the Property. In connection with the foregoing, Aetna has provided the City two hundred twenty-five (225) parking access cards. If City requires any replacement parking access cards at any time during the term of this Agreement, City shall pay to Aetna with such request an amount equal to Twenty-Five Dollars (\$25.00) per replacement parking access card. City expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property.
2. Utilities; Maintenance and Repairs. City shall be responsible, at its sole cost and expense, for all management and operation of the Property, including but not limited to, maintenance and repair as needed to keep the Property in good working order and condition, including, without limitation, pothole repair, lighting the parking lot, maintenance of such lighting system (including light bulb replacement), as well as regular commercially appropriate sweeping, snow and ice removal. Aetna's sole obligation in connection herewith shall be to ensure the provision of electrical service to the Property, the cost of which shall be borne solely by City through prompt payment of such electrical service charges as may be made by the service utility provider, with such billing (without mark-up by Aetna) to be provided by Aetna, or directly to City by the utility provider, as determined and facilitated by Aetna. Aetna shall be responsible, at its cost, for the maintenance and repair of the gate control system following notice of need therefor from City, provided, however, that City shall be responsible for the costs incurred by Aetna to make any repairs to the gate control system caused by the negligence or misconduct of City, its employees, agents or invitees. In addition, the parties acknowledge that there is a fence/gate that needs to be closed every evening by hand and locked at the entrance to the Property, which shall be the City's obligation under the Agreement.
3. Term. The term of this Agreement (the "Term") will commence on August 1, 2021 (the "Commencement Date"), and terminate July 31, 2022 ("Expiration Date"), unless sooner terminated, as provided herein.

4. Consideration. In consideration of the use of the Property granted by this Agreement, City shall pay Aetna a fee of Ten Thousand Four Hundred Forty and 00/100 Dollars (\$10,440.00) per month, based on the rate of Fifty-Eight and 00/100 Dollars (\$58.00) per space per month and One Hundred Eighty (180) spaces (the “Rent”). The Rent shall be payable to Aetna within thirty (30) days following invoice from Aetna. Aetna shall use reasonable efforts to invoice on a monthly basis.

5. Use.

a. Hours of use shall be Monday through Friday, 6 a.m. to 6 p.m.

b. City shall use the Property solely to park vehicles during the permitted hours of use for business purposes, and for no other purpose, including, without limitation, weekend or overnight parking. By way of example of the foregoing, and not limitation, the Property shall not be used as a training or practice facility, or for any reason other than for the parking of cars for business purposes. City, and its agents, employees, and contractors, shall use the Property (as permitted herein) in compliance with all laws, and in a safe and clean manner.

c. No dangerous explosives may be brought onto, stored or used on or in the Property.

d. City shall not install any equipment or fixtures or make any alterations to the Property without the prior written permission of Aetna. Notwithstanding the foregoing, effectuating the repair and maintenance obligations of City described in Paragraph 2 above shall not require the prior approval of Aetna.

e. Notwithstanding subsections 5a.-d. above, City shall have a right (the “After Hours Use”) to use the Property on weekends between the hours of 8 a.m. and 5 p.m., and/or after-hours Monday through Friday from 6 p.m. to 10 p.m., during the Term, pursuant to the terms herein. No later than three (3) business days prior to each such use, City shall notify Aetna’s property management representative John Walsh of Newmark Grubb Knight Frank (or if Mr. Walsh is not available, City may contact Craig Brown or Tony Janakas) of the scheduled date and type of event. Such notice may be via email. Aetna shall have the right to approve or deny the request in its sole but reasonable discretion, which decision shall be conveyed to City in writing, which writing may be via email. Aetna may change its representative from time to time upon written notice to City.

The cost for using the Property under the After Hours Use shall be calculated as follows, without pro-ration of any type:

- a. Weekend Daily Rate: \$500.00
- b. Weekday After Hours Rate: \$250.00

Any required fee for the After Hours Use shall be considered rent under the Agreement and shall be paid to Aetna with City’s next due Rent payment following the applicable use. All provisions of the Agreement apply to City’s use of the Property under the After Hours Use, including, without limitation, any rights afforded Aetna, and any insurance, indemnity, holdover, and utility/maintenance/repair obligations of City (including but not limited to, lighting and snow and ice removal).

6. Insurance; Indemnity.

a. Throughout the Term, City shall maintain, at its sole cost and expense with an insurer holding a Best Rating of not less than A-, insurance coverage as follows (A): a Commercial General

Liability Insurance policy naming Aetna as additional insured through endorsement. The limits of such insurance shall be in an amount not less than \$3,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$3,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such coverage shall be (i) applicable solely to the Property, (ii) not exhausted by any other claims not connected to the Property, and (iii) considered primary to any insurance carried by Aetna with regard to claims arising out of City's use (or the use by its agents, employees, or contractors) of the Property, regardless of fault; and (B) Workers' Compensation Insurance with limits as required by law.

b. All insurance shall be written on an occurrence basis as opposed to "claims made" basis.

c. City shall provide Aetna with copies of certificates of insurance for the required insurance hereunder, as well as a copy of the policy required under Section 6a.(A), not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy. If at any time City fails to maintain the insurance required herein, Aetna shall have the right to maintain said insurance at City's sole cost and expense.

d. The limits of coverage of such insurance required to be carried by City shall not in any way limit, reduce or restrict the liability of City.

e. Notwithstanding anything herein to the contrary, City hereby waives any and all claims against Aetna associated with its use (or the use by its agents, employees, or contractors) of the Property, regardless of fault.

f. Each party shall be fully and solely responsible for any and all costs and expenses associated with its insurance and thus shall pay any and all coverage deductibles and/or self-insured retentions under any policies required of it to be maintained under this Agreement in connection with the Property.

g. City shall indemnify, defend and hold harmless Aetna and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly, by an act, or willful misconduct, of City, its employees, agents, contractors or invitees ("Claims"); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, reasonable attorneys' and other professionals' fees, arising, directly or indirectly, in connection with said Claims.

h. The liability of City to indemnify, defend and save and hold harmless Aetna as provided herein shall be effectively protected by insurance to the extent insurable. However, the limits of coverage of such insurance purchased by City shall not in any way limit, reduce or restrict City's obligation under any indemnification and save and hold harmless provisions stated in this Agreement.

7. Miscellaneous.

a. If City shall (a) fail to pay any installment of Rent hereby reserved within five (5) days after receiving written notice from Aetna that the same is overdue; or (b) default in fulfilling any other covenant or provision of this Agreement on its part to be performed and fail to remedy such default within ten (10) days after written notice from Aetna, then Aetna shall have any right, power,

or remedy permitted to it by law and equity, and shall have the right to terminate this Agreement. Without limiting the foregoing, with respect to (b) above, Aetna shall also have the right, but not the obligation, to remedy such City failure, at the sole cost and expense of City.

b. Either party hereto shall have the right to elect to terminate this Agreement prior to the end of the Term (an "Early Termination") by providing the other party with ninety (90) days' prior written notice of such election. City shall continue to pay Rent and be obligated under this Agreement up until that date which is ninety (90) days following such notice (the "Early Termination Date"). Rent shall be prorated for any partial month prior to the Early Termination Date. In the event of any such Early Termination, City shall surrender its parking access cards and its use of the Property in accordance with paragraph 7.1, and this Agreement shall then terminate on the Early Termination Date. An Early Termination hereunder shall be self-operative, and no additional agreement between Aetna and City shall be necessary to effectuate such Early Termination; provided, however, Aetna and City shall, for their mutual convenience if requested by either party, execute a termination agreement prior to the Early Termination Date commemorating the Early Termination. Notwithstanding the foregoing, City shall not have the right to exercise an Early Termination if it is in default in fulfilling its duty to pay Rent or any other covenant or provision of this Agreement on its part to be performed.

c. All notices required under this Agreement shall be in writing and shall be transmitted by overnight courier or certified mail, return receipt requested (postage prepaid) as follows:

to City at: Hartford Public Schools, 960 Main Street, 9th Floor, Hartford, CT 06103, Attention: Claudio Bazzano, Executive Director of Facilities AND Office of the Mayor, 550 Main Street, Hartford, CT 06103

with a copy to: Corporation Counsel, Office of Corporation Counsel
550 Main Street, Hartford, CT 06103

to Aetna at : CVS Health
One CVS Drive, Mail Code 1105
Woonsocket, RI 02895
Attn: Property Administration (Aetna CTHFD6002-A)

d. This Agreement may not be modified except in writing signed by both Aetna and City. Any modification of this Agreement or additional obligation assumed by either of Aetna or City in connection with this Agreement shall be binding only if evidenced in a writing signed by Aetna and City.

e. This Agreement shall not be recorded on the Land Records.

f. The failure of Aetna or City to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

g. Aetna shall have the right to close the parking lot on the Property at any time due to an emergency or any other matter of force majeure if, in the reasonable opinion of Aetna, the safety of those using the Property is at risk. If any of City's employees, agents, or contractors violate any of the rules and regulations of the Property, or the terms and conditions of this Agreement,

including, without limitation, using the Property after the Expiration Date, Aetna shall have the right to shut off the parking access card associated with the violation and tow any cars in violation of same without liability to Aetna, at the cost of City.

h. This Agreement shall be subject and subordinate to the lien of any mortgage or deed of trust, or other monetary encumbrance now in existence or hereafter placed on the Property, provided that the holder thereof shall agree in such mortgage or deed of trust that this Agreement shall not be terminated or otherwise affected by the enforcement of any such mortgage or deed of trust or other monetary encumbrance if at the time thereof City is not in default under this Agreement beyond any applicable grace, notice or cure periods.

i. City may not assign, sublet or license this Agreement, the parking access cards, or its limited right to use the Property.

j. If any portion of the Property is damaged by fire or other casualty, or taken by eminent domain or deed in lieu thereof, then, except as provided below, the damage, or in the case of eminent domain, the remaining Property, shall be promptly repaired by and at the expense of Aetna until such repairs and restoration are completed, and the Rent shall be abated in proportion to the portion of the Property which is rendered unusable to City. If the damage or taking materially adversely affects City's ability to park and shall not be susceptible of complete repair and restoration (or shall not be completely repaired and restored by Aetna within forty-five (45) days after the occurrence of such casualty or taking), then City or Aetna may, by notice to the other, terminate this Agreement as of the date of such casualty or taking.

k. City shall, at its own expense, comply with and cause the Property to comply with all present and future laws, ordinances, orders, and regulations of federal, state, county, city and other governmental authorities having or claiming jurisdiction, including, without limitation, The Americans with Disabilities Act.

l. City, at the end of the term of this Agreement, shall peaceably surrender the parking access cards that have been paid for and provided and its use of the Property in at least as good condition as when City took possession, and in the condition required by this Agreement, except for: (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. City shall remove all of its property (and the property of its agents, employees, and contractors) from the Property on or before the expiration of the term of this Agreement and pay the cost of repairing all damage to the Property caused by such removal.

m. In the event City, or any party claiming under City, retains possession of a portion of the Property (which shall include, without limitation, cars/trucks remaining in the Property) after the Expiration Date or earlier termination of this Agreement, no tenancy or interest shall result from such possession, and such parties shall be subject to immediate eviction and removal. City or any such party shall pay Aetna, as compensation for use and occupancy for the period of such holdover, an amount equal to one hundred fifty percent (150%) of the Rent otherwise provided for herein during the time of holdover. City shall also be liable for any and all damages sustained by Aetna as a result of such holdover. No holding over by City, whether with or without consent of Aetna, shall operate to extend the term of this Agreement. Aetna shall have the right to remove any of City's property, and the property of its agents, employees, and contractors, at any time after the Expiration Date, or earlier termination of this Agreement at the sole cost and expense of City (payable upon demand), and without incurring any liability to Aetna, or its agents, employees, or contractors.

n. Aetna and City represent that (i) the individuals executing this Agreement on behalf of Aetna and City, respectively, have full authority and power to execute and deliver this Agreement, and (ii) this Agreement constitutes a valid and binding obligation on the parties hereto. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. This Agreement shall be governed by the laws of the State of Connecticut. Headings in this Agreement are for reference purposes only. If any part, term or provision of this Agreement is held by any court of competent jurisdiction to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected thereby, and the rights and obligations of the parties hereto shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law. This Agreement may be executed in two or more counterparts. Furthermore, the parties agree that (i) this Agreement may be transmitted between them by electronic mail and (ii) electronic signatures shall have the effect of original signatures relative to this Agreement.

o. It is understood, acknowledged and agreed that signatures created through electronic signature programs, including Adobe Sign, as well as a PDF of an original signature to this Agreement sent via email, are hereby deemed to be originals.

The signature page for this Agreement is on the following page.

The parties hereto have caused this Agreement to be executed as set forth below.

AETNA LIFE INSURANCE COMPANY

By: _____

Its Duly Authorized Signatory

Aetna Legal Approval: KZB

CITY OF HARTFORD

By: _____

Luke A. Bronin
Its Mayor
Duly Authorized

FORM AND LEGALITY:

Howard G. Rifkin
Corporation Counsel

EXHIBIT A

Property



26284\1\4834-6827-9479.v3

Cigna Medical Third Party Administrator

CITY OF HARTFORD

MEDICAL THIRD-PARTY ADMINISTRATION SERVICES

JUNE 10, 2021



The Segal Co., Healthcare Consultant's for the City of Hartford, requested vendors to respond to RFP questions in several broad categories and provide pricing proposals for administering the City's current medical and dental plan. Prior TPA contract issuance; January 1, 2015.

The proposals were evaluated based on the following criteria:

1. Financial Cost • Network Provider Discounts • Administration Fees • Individual Stop Loss Premium
2. Network • Network Provider Match • Member Access
3. Plan Design and Overall Administrative Competence

MEDICAL SAVINGS PROJECTIONS 3 YEARS		
	Cigna	Vendor #2
July 1, 2021 through June 30, 2022		
Projected Medical Claims	\$30,690,000	\$32,600,000
Administration / Network Access	\$825,000	\$1,360,000
Individual Stop Loss	\$670,000	\$846,000
Total Plan Costs - Year 1	\$32,185,000	\$34,806,000
July 1, 2022 through June 30, 2023		
Projected Medical Claims	\$32,840,000	\$34,890,000
Administration / Network Access	\$825,000	\$1,360,000
Illustrative Individual Stop Loss	\$740,000	\$935,000
Total Plan Costs - Year 2	\$34,405,000	\$37,185,000
July 1, 2023 through June 30, 2024		
Projected Medical Claims	\$35,140,000	\$37,330,000
Administration / Network Access	\$825,000	\$1,360,000
Illustrative Individual Stop Loss	\$818,000	\$1,033,000
Total Plan Costs - Year 3	\$36,783,000	\$39,723,000
Total Three-Year Costs	\$103,373,000	\$111,714,000
Change from Current - \$	\$0	\$8,341,000
Change from Current - %	0.0%	8.1%
Rank	[1]	[2]

DENTAL SAVINGS - 3 YEARS	Self-Funded Arrangement		Fully Insured Arrangement	
	Cigna	Vendor #2	Cigna	Vendor #2
July 1, 2021 through June 30, 2022				
Projected Dental Claims	\$2,186,000	\$2,020,000	N/A	N/A
Administration / Network Access	\$66,000	\$66,000	N/A	N/A
Projected Dental Premium	N/A	N/A	\$2,164,000	\$2,260,000
Total Plan Costs - Year 1	\$2,252,000	\$2,086,000	\$2,164,000	\$2,260,000
July 1, 2022 through June 30, 2023				
Projected Dental Claims	\$2,252,000	\$2,080,000	N/A	N/A
Administration / Network Access	\$66,000	\$66,000	N/A	N/A
Projected Dental Premium	N/A	N/A	\$2,164,000	\$2,260,000
Total Plan Costs - Year 2	\$2,318,000	\$2,146,000	\$2,164,000	\$2,260,000
July 1, 2023 through June 30, 2024				<i>Year 3 Illustrative</i>
Projected Dental Claims	\$2,319,000	\$2,143,000	N/A	N/A
Administration / Network Access	\$66,000	\$66,000	N/A	N/A
Projected Dental Premium	N/A	N/A	\$2,164,000	\$2,373,000
Total Plan Costs - Year 3	\$2,385,000	\$2,209,000	\$2,164,000	\$2,373,000
Total Three-Year Costs	\$6,955,000	\$6,441,000	\$6,492,000	\$6,893,000
Change from Current - \$	\$0	(\$514,000)	(\$463,000)	(\$62,000)
Change from Current - %	0.0%	-7.4%	-6.7%	-0.9%
Rank	[4]	[1]	[2]	[3]

3 YEAR PROJECTED SAVINGS

- MEDICAL PLAN

- MOST COMPETITIVE BID RECEIVED BY CURRENT CARRIER, CIGNA
 - ADMINISTRATIVE FEE WAS REDUCED BY \$22K ANNUALLY AND GUARANTEED FOR 5 YEARS
 - NUMEROUS PROGRAMS TO SUPPORT MEMBER HEALTH AND UTILIZATION MANAGEMENT WERE ADDED TO PLAN AT NO ADDITIONAL COST

- DENTAL PLAN

- CIGNA AWARDED THE BID ON A FULLY INSURED BASIS WITH 3 YEARS OF SAVINGS TOTALING \$463K
 - MINIMAL SAVINGS TO MOVE TO VENDOR #2 WERE NOT DEEMED SUFFICIENT
 - FULLY INSURED RATES FROM CIGNA ARE GUARANTEED FOR 3 YEARS
 - NO MEMBER DISRUPTION
 - INTEGRATION WITH MEDICAL WAS PREFERRED FOR ADMINISTRATIVE PURPOSES

Capital Workforce Partners Summer Youth Employment

CITY OF HARTFORD: CWP Contract for FY22



- **Capital Workforce Partners (CWP)** will serve 368 Hartford youth in the Summer Youth Employment and Learning Program (SYELP).
 - The sole source contract for FY2022 is \$1 million for services from July 1, 2021 through June 30, 2022.
 - CWP is the regional workforce development board.
 - CWP matches the City's funding with State and philanthropic funding.
 - CWP subcontracts with five (5) providers serving Hartford youth: Blue Hills Civic Association, Center for Latino Progress, Community Renewal Team, and Our Piece of the Pie.
 - CWP has agreed to prioritize high-risk incoming 9th graders, graduating high school seniors, youth with disability, DCF-involved youth, low-income youth, and Opportunity youth
- The program goals are as follows:
 - 75% of youth will meet or exceed expectations as measured by Hartford's Work Based Learning Readiness Standards.
 - 80% of youth will complete the program.
 - 85% of youth will continue their education and/or enter employment upon completion.



<p>OUTCOME 1: Meet or exceed expectations by their supervisor on the Employee Competency Review (85% target)</p>	<p>OUTCOME 2: Complete the program with at least 108 hours of program activity and career portfolio (85% target)</p>	<p>OUTCOME 3: Continue education and/or entering employment at the end of the program (90% target)</p>
<ul style="list-style-type: none">• 80% virtual & 87% site-based of all Hartford youth received an WLCR score of 75 or higher, a 7% increase from last year• 90% of students believe the skills would be 'Very' or 'extremely' useful to them later	<ul style="list-style-type: none">• An average of 78% of participants successfully completed at least 108 hours of program activity and career portfolio• The average number of hours completed by participants was 118 hours• And the highest at 391.5 hours worked	<ul style="list-style-type: none">• 85% of participants planned to return to high school and 5% planned to enter post-secondary education or advanced training• Of the 75 participants not enrolled in education, 23 (or 31%) were employed or had been hired by their SYELP worksite.



City of Hartford

Sole Source Justification Form

(Please refer to Sole Source Procurement Policy for further Explanation)

Date: June 3, 2021

Requestor: Kimberly D. Oliver, MBA

Department: Families, Children, Youth & Recreation

Sole Source Vendor: Capital Workforce Partners

Amount of Request: \$1,000,000

Part I – Detailed Explanation of Product or Services

The mission of the Department of Families, Children, Youth and Recreation Division for Youth (DFCYR) is to ensure the well-being and success of all Hartford families. DFCYR works toward that goal by aligning the efforts of partners and stakeholders to provide early childhood education, workforce development, recreation, and related programs. As part of DFCYR's approved budget for FY22, \$1,000,000 has been designated for Capital Workforce Partners (CWP), the regional Workforce Development Board for North Central Connecticut, to implement Hartford's Summer Youth Employment and Learning Program (SYELP). This program includes career readiness and work-based learning experiences for approximately 800 Hartford youth.

Part II – Sole Source Justification Criteria

Please select the most appropriate justification: (Uniqueness, Legitimacy, Compatibility, Compliance.)

Uniqueness: As authorized by the Workforce Innovation and Opportunity Act, the Connecticut General Assembly established the Regional Workforce Development Boards to conduct comprehensive planning and coordinate regional workforce development policy and programs. As the statutorily-mandated regional Workforce Development Board for North Central Connecticut, CWP is uniquely qualified, equipped, and authorized to implement SYELP. CWP supports youth in overcoming barriers to employment and helps to close the gap between skills and business hiring needs. SYELP assess Hartford youth on their career readiness and assigns them to tiered project-based learning and career placement. Through their unique structure and expertise in youth workforce development, CWP is guided by a Consortium of the region's chief and elected officials, and by representatives from business, education and labor, serving on its Board of Directors. CWP has the ability to administer this complex programming in order to support youth workforce development while developing sustainable career paths for Hartford's youth.

Part III – Business Rationale

Be specific in answering all questions and attach additional pages if necessary.

1. Why is the requested vendor the only one that can satisfy the requirements and what are the unique properties that are unavailable with any other vendor? Give specific characteristics, compatibilities, capabilities and requirements.

Please see Part II – Sole Source Justification Criteria

2. What alternative sources were reviewed & evaluated to support this claim? Please summarize findings.

There is no other vendor that would bring the specific competencies, abilities and expertise to administer SYELP effectively and achieve the intended goals. Additionally, CWP is the state's statutorily-mandated Regional Workforce Development Board in North Central Connecticut, has administered the program for more than 10 years, and will match our funding with CTDOL funding, pending approval.

3. Will this purchase obligate the City for future purchases, such as maintenance? If yes, please describe.

No, this purchase will not obligate the City for future purchases.

4. What efforts were made to get the best possible price and why is it considered to be fair and reasonable?

It is fair and reasonable and determined by federal and state laws and regulations.

5. Any other information that supports the need for the sole source request.

SYELP helps to achieve DFCYR's goal of increasing the workforce competencies of Hartford youth through work-based learning experiences while simultaneously building a sustainable workforce for local employers. Plans for this sole source were acknowledged during the budget hearing to City Council which was adopted as is by City Council.

Part IV – Approvals *(Purchasing Agent approval required if amount greater than \$10,000)*

Department Head

Date

Purchasing Agent

Date

PROFESSIONAL SERVICES CONTRACT

by and between

CITY OF HARTFORD

and

CAPITAL WORKFORCE PARTNERS, INC.

for

CITY OF HARTFORD SUMMER YOUTH EMPLOYMENT PROGRAM

This Professional Services Contract (the "Agreement") is made as of the 1st day of July, 2021, (the "Effective Date") by and between the **CITY OF HARTFORD**, with an office and place of business at 550 Main Street, Hartford, Connecticut 06103 (hereinafter referred to as the "City") and **CAPITAL WORKFORCE PARTNERS, INC.** a Connecticut corporation, with an office and place of business at 1 Union Place Hartford 06103 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the City desires to provide youth support programs for the City's youth and their families in order to keep these children in school, and to improve their school and career readiness; and

WHEREAS, the City has determined that in order to accomplish these objectives, it requires the assistance of Provider to perform certain career competency development programs pursuant to and in accordance with the terms of this Agreement.

NOW THEREFORE:

In consideration of the mutual promises herein contained, the parties hereto hereby agree as follows:

1. ENGAGEMENT; SCOPE OF SERVICES

City hereby hires Provider to provide, and Provider hereby agrees that it shall perform, all the services and functions as set forth on **Exhibit A** attached hereto and made a part hereof (collectively, the "Services" or the "Project"), subject to and in accordance with the terms and conditions of this Agreement.

2. PROJECT TIMETABLE

Provider shall perform the Services required of it hereunder for the period commencing on the Effective Date and ending on June 30, 2022 (the "Completion Date"). The term of this contract may be extended for an additional one-year term, conditioned upon satisfactory performance and availability of funds. Contract renewal will be contingent upon the mutual agreement of the City and the Provider.

3. COMPENSATION

The total amount of compensation to be paid to Provider by City for Services provided by Provider in accordance with this Agreement shall not exceed One Million and 00/100 (\$1,000,000.00) Dollars (the "Contract Price"), which Contract Price shall be payable in installments, subject to the terms of this Agreement, with the first installment of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) due upon the full execution of this Agreement by the parties hereto.

Capital Workforce Partners agrees to release \$800,000 to subgrantees serving Hartford program participants no later than three (3) business days from receiving the first payment of \$900,000 from the City of Hartford.

Any compensation or other payments due to Provider hereunder shall only be payable upon Provider's submission of appropriate documentation therefore and as otherwise provided in this Section. To this end, Provider shall participate in Hartford Data Collaborative inclusive of, but not limited to, signing the Enterprise Memorandum of Understanding and Data Sharing Agreement, and shall prepare and submit reports on October 1, 2021; October 30, 2021; February 1, 2022 and May 1, 2022 documenting the Services which have been provided in accordance with the budget and schedule set forth in **Exhibits A and B** attached hereto and made a part hereof. All reports, shall be in such form and accompanied by such supporting documentation as is required by City. City's obligation to make any payments for any Services rendered hereunder is expressly contingent upon Provider having satisfactorily performed the same. In the event that City reasonably determines that Provider's work is not satisfactory, or if City reasonably believes Provider otherwise has breached any of its obligations under this Agreement, City may take responsive action, including, but not limited to, the following:

- (i) Delay of payment;
- (ii) Adjustment of payment; and/or
- (iii) Suspension or termination of this Agreement.

Payment will be made by City for any Services provided hereunder within thirty (30) days of its receipt of Provider's invoice therefor in accordance with this Section.

4. MANAGEMENT

This Agreement will be managed for City by Kimberly D. Oliver, MBA, Director of the City's Department of Families, Children, Youth and Recreation ("DFCYR") or her authorized designee ("City's Representative"). Provider shall work closely with City's Representative in all aspects of this Project, and Provider shall follow the directives of City Representative in connection therewith. City's Representative will conduct a site visit with Provider and/or any subcontractors that will include: participant feedback about the Project and written observations of the activities conducted during the site visit.

5. RELATIONSHIP OF THE PARTIES

This Agreement is a contract for services and not a contract of employment. Accordingly, neither Provider nor any of its directors, officers, partners, members, agents or employees shall be, or deemed to be, an officer, official, agent or employee of City or be entitled to any employment benefits of City such as, but not limited to, vacation pay, sick leave, health or life insurance, workers' compensation, and/or pension or retirement benefits. All personnel matters affecting Provider's contract staff will be the responsibility of Provider.

6. INDEMNIFICATION & HOLD HARMLESS AGREEMENT

Provider shall indemnify, defend and hold harmless City and its agents, officials, employees, successors and assigns (collectively, the "Indemnitees") from and against any and all loss and liability (statutory or otherwise), claims, demands, actions, causes of action, suits, judgments, costs, executions, interest and expense whatsoever (hereinafter, individually and collectively, a "Claim" or "Claims"), in law or in equity, which arise from or in connection with Provider's performance or failure to perform hereunder and/or any other act, error or omission which occurs or fails to occur on the part of Provider or any of its directors, officers, partners, members, agents or employees under or in connection with this Agreement or the Project during the term hereof. Provider's obligations to indemnify and hold harmless the Indemnitees as aforesaid shall include, but not be limited to, protecting the Indemnitees from all Claims for or arising from (i) any failure by Provider to pay for any goods or services obtained by it hereunder, (ii) any negligent act, error or omission on the part of Provider or any of its directors, officers, partners, members, agents or employees in the acquisition or provision of any goods or services hereunder, (iii) any injury (including death) to persons, or damage to real or personal property (including the loss of use thereof and environmental contamination), which results from any act, error or omission on the part of Provider or any of its directors, officers, partners, members, agents or employees under or in connection with this Agreement, and (iv) any automobile use in connection with the performance of any Services or the transportation of children or Provider's agents or employees. In case any action or proceeding is brought against any of the Indemnitees by reason of any matter which is the subject of the foregoing indemnity, Provider shall pay all costs of investigation and defense (including, but not limited to, all court costs, reasonable attorneys' fees, and out-of-pocket expenses), and all losses and liabilities which result therefrom. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE

- 7.1 Provider shall furnish the following types and amounts of insurance coverage at its sole cost and expense for the duration of the Agreement including any and all extensions or renewals thereof:
- (i) **Commercial general liability insurance** with a broad form endorsement (including coverage for property damage) as well as endorsements for contractual liability, independent contractors, premises operations, products and completed operations, abuse and molestation, personal injury and corporal punishment coverages insuring against damages to persons and property (including, but not limited to, loss of life) with a minimum combined single limit coverage of not less than one million and 00/100 (\$1,000,000.00) dollars on a per occurrence and project specific basis. If Provider cannot procure such insurance on a project specific basis, the minimum combined aggregate limit for such insurance shall be two million and 00/100 (\$2,000,000.00) dollars on a per occurrence basis.
 - (ii) **Abuse or molestation liability insurance** with an aggregate limit of not less than one million and 00/100 (\$1,000,000.00) dollars, and a limit of five hundred thousand and 00/100 (\$500,000.00) dollars for each abuse or molestation offense, on a per occurrence basis (this insurance can be combined with commercial general liability insurance or included by endorsement thereto).
 - (iii) **Automobile liability insurance** covering all owned, non-owned or hired vehicles with a minimum combined single limit coverage of not less than one million and 00/100 (\$1,000,000.00) dollars on a per occurrence basis.
 - (iv) **Workers' compensation insurance** in such amounts as required by Connecticut law, including employers' liability insurance with limits of one hundred thousand and 00/100 (\$100,000.00) dollars for each accident, five hundred thousand and 00/100 (\$500,000.00) dollars for each disease/policy limit, and one hundred thousand and 00/100 (\$100,000.00) dollars for disease of each employee.
 - (v) **Umbrella liability insurance** with a minimum combined single limit coverage (over the coverages for the above commercial general, abuse or molestation, automobile, and employers' liability insurances) of not less than two million and 00/100 (\$2,000,000.00) dollars.
- 7.2 All insurance will be effected under standard form policies by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which are rated as A-(VIII) or better by the latest edition of Best's Rating Guide or other recognized replacement therefor. Except as otherwise provided to the contrary in this Section, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Provider shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the City that the same complies in all respects with the provisions of this Agreement, and that the coverages thereunder and the protection afforded the City as an additional insured thereunder are at least equal to the

coverages and protection which would be provided under a separate policy or policies procured solely under and by reason of this Agreement.

- 7.3 All policies for each insurance required hereunder shall: (i) provide for not less than thirty (30) days' prior written notice to City by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (ii) include a standard severability of interest clause; (iii) contain a waiver of subrogation holding City free and harmless from all subrogation rights of the insurer; and (iv) provide that such required insurance is the primary insurance and that any other similar insurance that City may have shall be deemed in excess of such primary insurance.
- 7.4 Unless otherwise requested by the City, Provider and its insurers shall not assert or use governmental immunity in the adjustment of any claims, or in the defense of any suit, brought against the City. Provider shall assume and pay all costs and billings for the premiums and audit charges earned and payable for or with respect to any required insurance hereunder.
- 7.5 In the event of any interruption of any required insurance coverage hereunder for any reason, Provider shall immediately notify City of such interruption and cease the performance of any Services or other work hereunder until such coverage has been restored and Provider notifies City of such restoration.
- 7.6 Except as otherwise indicated, the insurances required in this Section shall be carried on an "occurrence" basis only.
- 7.7 All references in this Section to a "deductible" shall be deemed to mean a deductible and/or a self-insured retention. No policy required to be procured by Provider pursuant to this Agreement shall be subject to a deductible or other provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Provider shall pay such deductible. Provider agrees that it will not carry or be the beneficiary of any insurance insuring Provider or any other person or entity against the risks for which insurance is required to be maintained pursuant to this Section unless the insurance and insurance carriers otherwise comply with the terms of this Section.
- 7.8 The City shall be included as an additional insured for all insurance policies required hereunder, other than for workers' compensation insurance. ACCORDINGLY, THE FOLLOWING UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE: **The City of Hartford is included as an Additional Insured, ATIMA.** Each certificate of insurance shall provide not less than a thirty (30) day notice to the City of any cancellation, reduction or other material change in the coverage to be provided under any of the insurance required hereby. The certificates of the policy or policies evidencing such coverages, **together with copies of the declaration and endorsement pages for such policies on which pages the City shall be included and listed as an additional insured,** shall be delivered to City upon the execution hereof, and at least thirty (30) days prior to the expiration date of each required insurance set forth above evidencing that such insurance has been renewed and remains in full force and effect.

- 7.9 All insurance policies referred to in this Section shall provide that any losses thereunder shall be adjusted with City, and that any loss thereunder shall be payable to City as its interests may appear. Neither party shall unreasonably withhold or delay its endorsement to any insurance check payable hereunder.
- 7.10 It is agreed between the parties hereunto that the amounts of insurance in this Agreement do not, in any way, limit the liability of Provider to the Indemnitees by virtue of its promise to indemnify and hold harmless the Indemnitees so that in the event that any Claim results in a settlement or judgment in an amount in excess of the amount of insurance coverage carried by Provider, Provider shall be liable to the Indemnitees for the difference, plus all fees and expenses incurred in collecting the same, all at Provider's sole cost and expense.
- 7.11 Insurance requirements and coverages may be reviewed from time to time during the term of this Agreement and all extensions and renewals hereof. Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 7.12 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default under this Agreement. Provider agrees that such default may be cured by procurement of insurance on behalf of Provider, at Provider's expense, and that the cost of such insurance shall be deducted from any amounts otherwise due to Provider under this Agreement or any other contract with City, at City's option.

8. CONFLICT OF INTEREST

Provider hereby represents and warrants to City as follows:

- (i) Provider has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement, and Provider has not paid or agreed to pay any company or person, other than bona fide employees working solely for Provider, any fee, gift or any other consideration contingent upon or resulting from the awarding or making of this Agreement;
- (ii) the services to be provided hereunder do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Provider is employed or with which Provider has an agreement or is associated, and, in the event such a conflict arises during the term hereof, Provider will immediately notify City in writing; and
- (iii) no member of the governing body of City, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Agreement shall, during his or her tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with this Agreement. Provider shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

In the event any of the foregoing representations are untrue, or if any fact or circumstance occurs during the term hereof that cause any of the same to be untrue, then City, in addition to such other rights or remedies which may then be available to it, all of which are expressly reserved hereby, shall have the option of terminating this Agreement in accordance with Subsection 12.1.

9. PERFORMANCE OF SERVICES

All Services shall be performed by Provider in a timely manner with professional skill and competence in accordance with generally accepted practices of, and pursuant to a standard of care exercised by, youth support professionals providing similar services under like circumstances.

10. CONFIDENTIALITY

Provider shall not, at any time during, or after the expiration of, the term of this Agreement, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of City, which shall have come to the knowledge of Provider in the course of providing the Services hereunder. Provider further agrees to treat as confidential, and to use only for the advancement of the interest of City, all data and other information submitted to or obtained by it in connection with the Project during the term of this Agreement. Except as may otherwise be agreed by City, all originals and copies of any such materials shall be returned to City upon completion of the Project or at such earlier time as is requested by the City.

11. EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

- (i) Whenever Provider shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in this Agreement which on the part or behalf of Provider are to be kept or performed, and Provider fails to correct any such breach within ten (10) days after Provider's receipt of written notice of such breach from City; or
- (ii) If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Provider's performance of this Agreement; or
- (iii) whenever an involuntary petition shall be filed against Provider under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Provider or of or for the property of Provider shall be appointed without the acquiescence of Provider, or whenever this Agreement or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Provider or a corporation in which Provider may be duly merged, converted or consolidated under statutory procedure, and such circumstance

under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Provider within sixty (60) days; or

- (iv) whenever Provider shall make an assignment of the property of Provider for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Provider under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Provider under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Provider shall desert or abandon the Project; or
- (v) If any competent authority shall have determined that Provider is in default of any federal, state or local tax obligation; or
- (vi) Pursuant to Resolutions passed by the Court of Common Council on March 4, 1996 and January 13, 1997, if Provider or any of its principals are in default of any tax or other financial obligations which are owed to City. Default shall be considered to have occurred under this subsection when any payment required to be made to City is more than thirty (30) days past due.

11.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, City may elect to pursue any one or more of the following remedies, in any combination or sequence:

- (i) Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;
- (ii) Suspend Project operation;
- (iii) Require Provider to correct or cure such default to the satisfaction of City; and/or
- (iv) Terminate this Agreement for cause in accordance with Section 12 hereof.

The selection of any remedy shall not prevent or stop City from pursuing any other remedy and shall not constitute a waiver by City of any other right or remedy.

12. TERMINATION OF AGREEMENT

12.1 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, City may terminate this Agreement by providing five (5) days' written notice thereof to Provider.

12.2 Termination for Non-availability of Funds

In the event City shall not have funds available for the Project, City may terminate this Agreement following written notice thereof to Provider.

12.3 Termination at Will

City or Provider may terminate this Agreement at any time by providing thirty (30) days' prior written notice thereof to the other party.

12.4 Payment upon Termination

In the event this Agreement is terminated pursuant to any of Sections 12.2 through 12.3 above, City shall make full payment to Provider for all Services performed in accordance with this Agreement up to and including the date of termination within sixty (60) days of such date of termination and presentation of Provider's reports therefor in accordance with Section 3 above.

13. ESTABLISHMENT AND MAINTENANCE OF RECORDS; AUDITS

13.1 Provider agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by City to Provider under this Agreement. Without limiting the generality of the foregoing, Provider agrees that it will maintain accurate and complete records of (i) all charges and any other claims or demands for compensation from City, or any other person or entity, in connection with the Project (including, without limitation, any claims for or arising out of any alleged breach of this Agreement), (ii) the basis (including but not limited to, supporting documentation) therefor, and (iii) the amount and source of any and all payments or other consideration ultimately recovered in respect thereof.

13.2 Any and all records shall be generated by Provider in a manner which is consistent with City's requirements and shall be maintained for a period of not less than six (6) years from the date of termination of this Agreement pursuant to Section 12, or final audit caused by Provider as set forth in attached Exhibit A. Provider further shall permit (and require its subcontractors to permit) City and/or its duly authorized representatives to examine, review, and audit any records, books, or other documents of Provider or any and all of Provider's subcontractors relative to the above, and furnish copies thereof, when requested.

14. SUBCONTRACTORS

Portions of the Services may be subcontracted, provided that:

- (i) City shall have given prior approval to such subcontract in writing, which approval may be withheld in its sole and absolute discretion;
- (ii) All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof and shall have further acknowledged and agreed that City is and will be a third party beneficiary of all of said undertakings; and

- (iii) City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

15. COMPLIANCE WITH LAWS

Provider shall perform all Services hereunder in accordance with and subject to all applicable federal, state and local laws, statutes, regulations, ordinances, orders and permits.

16. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Provider agrees to abide by the provisions of Section 2-692 *et seq.* of the City of Hartford Municipal Code (as applicable), Executive Orders Numbers 3 and 17 of the State of Connecticut; and Presidential Executive Orders Numbers 11246, 11375 and 11063. In carrying out the Project, Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the non-discrimination clause.

Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. Provider agrees to abide by the terms and conditions contained in the City of Hartford's *Contractor's EEO Report*.

17. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Provider agrees to abide by the provisions of the Americans with Disabilities Act (the "Act") of 1990; Public Law 101-336, as applicable.

In compliance with this law, Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of Provider, or be subjected to discrimination by Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement.

Provider shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by the Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act.

Provider shall not permit coercion, intimidation or threatening of, or interference with, any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act.

18. TAXPAYER IDENTIFICATION NUMBER

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by Provider, is hereby made a part of this Agreement and is incorporated herein by reference. Provider understands and agrees that City shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to Provider under this Agreement. Provider further understands and agrees that City shall not be liable for inaccurate information contained on said IRS Form W-9.

19. DELINQUENCY IN OBLIGATIONS

Provider hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to City shall be and remain current.

20. NON-WAIVER

Any failure by City or Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not constitute a waiver of that or any other of said other party's obligations hereunder, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of this Agreement.

21. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

City and Provider may require changes in the Scope of Services (**Exhibit A**) to be performed hereunder. Such changes which are mutually agreed upon by and between City and Provider shall be incorporated in written amendments to this Agreement.

22. DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS

City and Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

23. NON-ASSIGNABILITY BY PROVIDER

This Agreement shall not be transferable or assignable by Provider, by operation of law or otherwise, without prior written consent of City, which consent may be withheld in its sole and absolute discretion.

24. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

25. CUMULATIVE REMEDIES

All rights and remedies exercisable by City hereunder shall be cumulative and the exercise or beginning of the exercise by City of any of its rights or remedies hereunder shall not preclude City from exercising any other right or remedy granted hereunder or permitted by law.

26. ARBITRATION

All claims and controversies arising out of this Agreement shall be settled and decided in binding arbitration before the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of AAA except as otherwise modified as follows. In the event either party elects to arbitrate any claim or controversy hereunder, such party shall provide written notice of such election ("Notice") to the other party and the Regional Director of the AAA having jurisdiction in Hartford, Connecticut (the "Regional Director"). Within ten (10) days of such other party's receipt of such Notice, both parties shall each select one (1) individual to serve as arbitrators on the panel for the hearing, and shall notify the other party in writing of such selection. Such notice shall identify the arbitrator selected and include a copy of his or her resume. Within twenty (20) days following the other party's receipt of the Notice, these arbitrators shall mutually agree upon and select a third and neutral arbitrator for such panel, and provide written notice of such selection to the parties and the Regional Director, which notice shall identify such arbitrator and include a copy of his or her resume. In the event that the party-selected arbitrators fail to select the third and neutral arbitrator within the above requisite time period for such selection, the AAA shall appoint such arbitrator. The neutral arbitrator shall be the chairperson of the panel. All arbitration proceedings shall be held in Hartford, Connecticut. While the arbitration panel shall select the remedy for all breaches of either party's obligations under this Agreement, such panel shall not modify the remedies specifically set forth in this Agreement for City and Provider. Each party shall bear its own costs and attorneys' fees. The determination of the arbitration panel shall be final and binding upon the parties. The determination shall be in the form of a written award, with written findings of fact, and may be specifically enforced by any court of appropriate jurisdiction. All legal issues arising in connection with any such arbitration proceedings shall be governed by the laws of the State of Connecticut, subject to Section 27 hereof.

27. GOVERNING LAW

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and the ordinances of the City of Hartford without regard or resort to conflict of laws principles.

28. GENDER/NUMBER/TITLE

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

29. NOTICES

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this Agreement, shall be deemed properly given if hand delivered or sent by express courier mail service or United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

As to the City:

City of Hartford
Attn: Kimberly D. Oliver
550 Main Street
Hartford, CT 06103

As to Provider:

Alex Johnson
President and CEO
Capital Workforce Partners, Inc.
1 Union Place
Hartford, CT 06103

With a Copy to:

Corporation Counsel
City of Hartford
550 Main Street
Hartford, CT 06103

Notices provided in accordance with the foregoing shall be deemed received as of the earlier of the date of delivery or the second business day following the date of their being posted with U.S. Postal Service.

30. SUCCESSORS AND ASSIGNS

Subject to the other provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

31. MERGER/ENTIRE AGREEMENT

This Agreement and its exhibits referenced herein and attached hereto, contain the entire understanding between the parties hereto and supersede any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter hereof.

IN WITNESS WHEREOF, City and Provider have executed this Agreement in duplicate (with each of said duplicates being deemed to be an original) as of the Effective Date.

WITNESSES:

CITY OF HARTFORD

Signature

Luke A. Bronin
Its Mayor

Name Printed

**CAPITAL WORKFORCE
PARTNERS, INC.**

Signature

Alex Johnson
Its President and CEO

Name Printed

Approved as to form and legality:

Reviewed and Approved By:

Howard Rifkin
Corporation Counsel

Kimberly D. Oliver, MBA
Director
Department of Families,
Children, Youth and Recreation

SYELP 2021-2022 SCOPE OF SERVICES

OVERVIEW

Capital Workforce Partners (CWP) will provide the 2021-2022 City of Hartford Summer Youth Employment Program in two components: Summer 2021 Programming and Summer 2022 startup activities.

The Summer Youth Employment and Learning Program (SYELP) will directly serve 368 youth with City of Hartford funding. Capital Workforce Partners projects that up to 450 additional Hartford youth will be served with state and private funds, for a total of up to 801 slots. The SYELP program will operate from July 1, 2021 through August 31, 2021.

IMPLEMENTATION AND REPORTING SCHEDULE

Date	SYELP 2021 Activities
July 1, 2021	Summer program starts
August 31, 2021	Last day of summer program activity
September 24, 2021	Deadline for final contractor invoices
October 1, 2021	Participant raw outcome data
October 30, 2021	2021 SYELP narrative and financial report due

Date	SYELP 2022 Startup Activities
Monthly	Staff support ALL IN! Work-Based Learning Workgroup
Fall 2021	Work with key stakeholders to implement sustainability recommendations
Fall 2021	Review online application and intake process
Fall 2021	Explore technology-based solution for assessments and matching
November 2021	Summer 2022 application process is designed
January 2022	Renewal of service providers
February/March 2022	Release SYELP application
May/June 2022	Contractors trained on intake and eligibility
May/June 2022	Contract renewal process for service providers
May 2022	Startup contracts developed
June 2022	Implementation of intake process
July 2022	Execute SYELP 2022 contracts

SUMMER YOUTH EMPLOYMENT AND LEARNING PROGRAM DESIGN

Priority of Service:

CWP has established criteria defining the population with the highest priority for enrollment in SYELP. Each service provider will be required to fill a minimum of 70% of program slots with youth who meet the criteria and may fill up to 30% of slots with other eligible youth.

The priority of service criteria, which must be determined as of the time of application, are:

- Youth with a disability
- Youth involved with DCF, including youth aged/aging out of foster care
- Low-income youth who is between the ages of 14-21
- Opportunity Youth
- Rising 9th grader
- Graduating senior

Program Design:

As CWP Summer Youth Employment Learning Program (SYELP) enters FY22, we have worked to redesign summer activities around the current state regulated re-opening guidelines to COVID-19. As we continue to provide a valuable work-experience program, we continue to build this summer around a flexible combination of both virtual and in-person learning model that will include nationally recognized skills trainings, interest-based career pathway exploration, connection to employers for job shadowing, mock interviews, and job-readiness training. We will emphasize enrollment for rising 9th graders to continuing to provide support to those most at risk for becoming chronically absent and disengaged from school. Providing graduating 12th graders post-secondary advising and prevention of summer slide for those entering college in the fall, career pathing and enrichment activities.

The framework of CWP SYELP is based on 12 Work Based Learning Competencies, providing structured learning experience for participants. Classroom, community, and work activities expose participants to a range of occupations and career options. Work Based Learning allows participants to build a bridge from adolescent roles in the classroom to adult roles in professional settings. Learning in the workplace from industry professionals supports academic learning and promotes development of broad transferable skills.

SYELP is organized into three Tiers of service to meet the needs of a wide range of youth.

- Tier 1 targets 14 and 15 year old youth with limited or no work experience, who are assessed as not ready for the workplace. Activities are designed to provide 14- and 15-year-old participants with project-based learning and career exploration opportunities, and provides basic, developmentally appropriate career exposure activities, introduction to employability skills, and academic reinforcement. 120 hours of participation including 40 hours of Career Edge work readiness platform (online). This year we **anticipate stipend will increase \$11.05/hour** per DOL guidelines. (85% of CT NEW minimum wage \$13.00hr)
- Tier 2 targets 15-17 year old youth with limited work experience, assessed as not fully ready for the workplace. Activities are designed to provide youth with career competency development in a work setting with a caring adult who acts as a coach to guide their development and prepare them for internships with private businesses. 120 hours of participation including 40 hours of Career Edge work readiness platform. This year we **anticipate stipend will increase \$11.05/hour per DOL guidelines**. (85% of CT NEW minimum wage \$13.00hr)

- Tier 3 targets 17–21-year-old youth who have work and/or internship experience and who have been assessed as work ready. Activities are designed to provide youth with career competency development through real-world work experiences that offer exposure to career paths within a business and industry aligned with their interests. 100 hours of paid work experience, 20 hours of focused job readiness training via Career Edge with additional curriculum developed by the CBO designed to ensure a successful worksite placement. **The wage is \$13/ hr.**

Additional Agreements as part of the SYELP Program Model

- Capital Workforce Partners agrees to assess and measure readiness of program participants using the Hartford Work-Based Learning Readiness Standards.
- Capital Workforce Partners agrees to provide a minimum of 70 Tier 1 slots to rising 9th graders.
- Capital Workforce Partners agrees to use leveraged funding to provide 130 Tier 1 slots to high rising 9th graders.
- Capital Workforce Partners agrees to identify a minimum of 15 participants for placement at the Department of Families, Children, Youth and Recreation as a worksite.
- Capital Workforce Partners agrees to work with Our Piece of the Pie to ensure that no active Youth Service Corps members are accepted into paid (stipend, wages, etc.) Tiers 1,2, or 3 slots for the Summer Youth Employment and Learning Program which may include, but is not limited to, sharing applicant data.

Contractors

CWP will contract with community-based agencies in Hartford to deliver city-wide Summer Youth Employment and Learning Program (SYELP) to Hartford youth. Contracts will be funded with a mix of City, State, and private resources. Final distribution of slots among contractors will be determined after all budget allocations have been confirmed.

Eligible contractors, selected through a competitive procurement process in 2020, are:

- Blue Hills Civic Association
- Center for Latino Progress
- Community Renewal team
- Our Piece of the Pie

These contractors may have additional slots available to youth who reside outside of Hartford. These slots will be available to Hartford youth if they are not filled by eligible youth from the designated towns.

With the program framework, contractor responsibilities include:

- Recruitment
- Intake and eligibility determination
- Enrollment into ETO
- Facilitation of virtual learning activities
- Coordination of project-based learning and activity curriculum
- Development of resumes with participants
- Worksite development
- Supervisor orientation

- Worksite monitoring including ensuring compliance to COVID-19 regulations
- Hiring of participants as contractor employees
- Collection and data entry of Work-Based Learning Competency Reviews
- Compliance with COVID-19 state and federal regulations
- Response to CWP COVID-19 survey for agency and worksite compliance
- Compliance with all labor laws, including child labor laws
- Administration of participant payroll administration and stipend payments
- Data entry of all assessments, activity hours and outcomes into ETO

Participant Performance Goals

In-School Youth Participants:

- 85% of youth will be rated as meeting or exceeding expectation by their supervisor on the Work Based Learning Competency Review.
- 85% of youth will complete the program: at least 120 hours of program activity; participants who leave the program to accept unsubsidized employment will be considered completers.
- 90% of youth will report continuing their education and/or enter employment at the end of the program.
- 30% of Tier 3 youth in worksites will be retained by the worksite as unsubsidized employees or report entering other unsubsidized employment.

In addition, for Opportunity Youth:

- 85% of youth will enroll in a career pathway program leading to employment or advanced training in an in-demand sector as defined by CWP upon exit from SYELP.
- 30% of youth in worksites will be retained by the worksite as unsubsidized employees or will report entering unsubsidized employment at program completion.

Contractor Performance Goals

- 100% slots will be filled.
- 100% of available participant hours will be utilized.
- 70% of participants will meet priority of service as defined by CWP.
- 100% of participant attendance information will be entered into ETO in a timely manner.
- 100% of worksite agreements will be submitted to CWP for approval.
- 100% provider staff attendance at all required contract meetings, including trainings.

Summer Startup

CWP will plan, design, and implement a Summer 2022 SYELP beginning with analysis of the results of Summer 2021 SYELP. This will be the responsibility of the CWP Manager of Youth Services. Startup activities will include:

- Drafting Summer 2021 SYELP performance report based on ETO data.
- Formulating recommendations for program improvement based on Summer 2021 performance data, monitoring results, and provider input.
- Creating workplan to implement program improvement.
- Preparing the contractor renewal process for Summer 2022
- Developing and implementing Summer 2022 application process

- Evaluating feasibility of a technology-based solution for assessment and worksite matching
- Reviewing and updating program policies, procedures, and materials
- Drafting subcontract scopes to align with Summer 2022 program design and requirements.
- Creating and delivering contractor staff training in the Spring of 2022
- Supporting alignment of work-based learning programs that can feed SYELP.
- Supporting alignment of SYELP to WIOA youth
- Providing staff support to Work-Based Learning Workgroup
- Leading efforts to align employer engagement strategies, specifically around unsubsidized employment opportunities for SYELP.

SYELP

City of Hartford FY 22 Budget

a. Contractor: Capital Workforce Partners		b. Contract No.:					c. Invoice No.	Budet
Remit Address: One Union Place, Hartford, CT 06103								
d. Report Period Actual Cost		Date: 7/1/20-6/30/21					e. FEIN:	06-1013293
(1) Budget Line Items	(2) Budget Totals	(3) Cumulative Expenditures To Date	(4) Total Amount Previously Invoiced	(5) Reimbursement Due to Contractor	(6) Projected Expenditures From: To:	(7) Amount Of Current Invoice	(8) Cumulative Invoiced (4+7)	(9) Available Balance (2-8)
		7/1/20-6/30/21		(3 minus 4)		(5 + 6)		
A. Administrative Costs:								
1	Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Fringe/Payroll Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Professional Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Information Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Insurance and Bonding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Contractual Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Total Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Indirect Administration	\$ 76,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,500.00
13	Total Administration	\$ 76,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,500.00
B. Program Costs								
1	Participant Contractual Services	\$ 822,211.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 822,211.00
2	Salaries	\$ 64,427.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,427.00
3	Fringe/Payroll Taxes	\$ 16,684.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,684.00
4	Occupancy	\$ 12,830.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,830.00
5	Professional Development	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00
6	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Information Technology	\$ 3,913.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,913.00
8	Travel	\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550.00
9	Insurance and Bonding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Non-Participant Contractual Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Supplies	\$ 1,685.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,685.00
12	Total Program Costs	\$ 923,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 923,500.00
	Total Amount	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00

f. Contractor Certification : The amounts claimed on this invoice constitute allowable costs in accordance with the terms of the contract and have not been previously billed under another grant or contract.

City of Hartford Department of Families, Children, Youth and Recreation

FY 2022 Summer Youth Employment and Learning Program (SYELP)

BUDGET JUSTIFICATION: CAPITAL WORKFORCE PARTNERS (CWP)

Date/Version: 5/28/21

Submitted by CWP

CAPITAL WORKFORCE PARTNERS

SYELP

SYELP Admin-Indirect

CWP utilizes a Federally Approved Indirect Cost Rate to apply administration costs ratably and fairly across all programs which benefit by the effort and related costs of our administrative staff. Our indirect administration includes staff time and related fringe benefit costs for management, accounting, payroll, human resources, and development functions. CWP has an approved indirect cost rate of 7.65%.

Total CWP Admin-Indirect: \$[76,500]

SYELP Admin-Direct

Program Coordinator	\$55,105
Program Manager	\$ 8,240
Program & Operations Administrator	\$ 1,082
CWP Fringe @ 29%	\$16,684
Occupancy Costs	\$12,830
IT Services	\$ 3,913
Consumable Supplies	\$ 1,685
Mileage	\$ 550
Conferences & Professional Development	\$ 1,200

Total CWP Admin-Direct: \$[101,289]

CWP TOTAL: \$[177,789]

SUBCONTRACTORS/PROVIDERS

Learning Slots

Program Fee

Subcontractors are paid a program fee based on slots and includes admin

228 slots x \$625 = \$142,500

Total Learning Slots -Program Fee : \$[142,500]

Stipends

228 slots x 120 hours x \$11.05/hour = \$302,328

Total Learning Slots Stipends: \$[302,328]

Total Learning Slots: \$[444,828]

Work Experience Slots

Work Experience Program Fee

Subcontractors are paid a program fee based on slots and includes admin

140 slots x \$625 = \$87,500

Total Work Experience-Program Fee: \$[87,500]

Work Experience Wages

140 slots x 120 hours x \$13.00/hour = \$218,400

Total Work Experience Wages: \$[218,400]

Work Experience Fringe

\$218,400 wages @ 11% fringe rate = \$24,024

Total Work Experience Fringe: \$[24,024]

Total Work Experience: \$[329,924]

Career Edge online learning

Total Career Edge: \$[7,459]

SYELP Start Up 2022

Totals SYELP Start Up: \$[40,000]

** SUBCONTRACTORS/PROVIDERS TOTAL: \$[822,211]*

GRAND TOTAL (PROPOSED CONTRACT AMOUNT): \$1,000,000

**Memorandum of Understanding
By and Between City of Hartford
and
Capital Workforce Partners
Concerning Certain De-Identified Data**

This Memorandum of Understanding (“MOU”), dated June _____, 2021, is by and between the City of Hartford, with offices at 550 Main Street, Hartford, CT 06103 (“City”), and Capital Workforce Partners, with offices at 1 Union Place, Hartford, CT 06103 (“CWP”), and concerns certain Data of program participants. The City and CWP hereby agree as follows:

1. Both parties to this MOU are duly authorized and empowered to enter into and deliver this MOU.
2. The State Department of Children and Families Youth Service Bureau (“YSB”) is dedicated to promoting the well-being of Connecticut’s children, youth, and families (the “Mission”).
3. The City of Hartford’s Department of Families, Children, Youth & Recreation serves as the YSB for the City of Hartford.
4. In furtherance of the Mission, CWP shall provide to City Data (the “Data”) to include, but not limited to: demographics, school information, family constellation, services provided, referrals and special issues, as may be the subject of City’s request, which request may be made by City in the form of an Excel file listing the required data fields.
5. The City shall use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including maintaining adequate physical controls and password protections for any server or system on which the Data is stored, ensuring that Data is not stored on any mobile device (for example, a laptop or smartphone), exercising at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, and taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement.
6. The City may share the Data with the State Department of Children and Families only to the extent necessary to comply with State Department of Children and Families’ YSB reporting requirements.
7. City and CWP shall, at all relevant times hereunder, comply with any and all applicable Federal, State and local laws, including, but not limited to, those that pertain in any way to data privacy.
8. This MOU may be executed in more than one counterpart, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

9. Provided that there is a mutual agreement of the parties hereto, any amendment to this MOU must be done in writing and executed and delivered by the duly authorized representatives of the parties hereto.
10. All notices between the parties hereto relative to this MOU shall be sufficient if delivered by personal delivery, email or inter-office mail to City at Department of Families, Children, Youth and Recreation, City of Hartford, 550 Main Street, Room 305, Hartford, CT 06103, Attention: Kristina Baldwin, Assistant Director, and to Capital Workforce Partners at 1 Union Place, Hartford, CT 06103, Attention: _____ . The foregoing information concerning the recipients of notices and addresses may be changed by either party hereto in accordance with the provisions of this Section 9.

The parties hereto, as of the date first above written, have executed and delivered two (2) counterparts of this MOU concerning certain Data sharing.

City

CWP

Kim Oliver
Director, Department of Families,
Children, Youth, and Recreation

Alex Johnson
President and CEO
Capital Workforce Partners

**Hartford Data Collaborative
Data Sharing Agreement**

1. Preamble

This Data Sharing Agreement (“Agreement”), is by and between (“Provider”) _____ and the Hartford Board of Education/Hartford Public Schools acting by and through its Metro Hartford Innovation Services, (“MHIS”), with offices at 260 Constitution Plaza # 5, Hartford, CT 06103, and is effective as of the last date of signature shown below (the “Effective Date”).

WHEREAS, MHIS will act as the linking hub of the Hartford Data Collaborative (HDC), with certain MHIS employees serving as HDC Data Integration Staff.

WHEREAS, Provider wishes to share data with MHIS in accordance with the terms and conditions of this Agreement and approved under the terms and conditions of the HDC Enterprise Memorandum of Understanding (EMOU), a copy of which is attached and incorporated herein.

NOW, THEREFORE, the parties, in consideration of mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

2. Transfer of Data from Provider to MHIS

Provider will submit to MHIS, or otherwise permit MHIS’s HDC Data Integration Staff to electronically access the data associated with approved HDC Projects in accordance with the HDC EMOU. If Provider is transmitting the Confidential Data to MHIS (as opposed to providing access for downloading) Provider will transmit the Confidential Data electronically only via encrypted files and in accordance with MHIS’s data security standards and MHIS’ cybersecurity policies.

3. MHIS’s Rights to Share/Redistribute the Data

Except as expressly provided in this Agreement and the HDC EMOU, any data submitted to HDC by the Provider will not be further distributed without Provider's written approval.

Data Access, Security, Use, and Deletion.

MHIS will comply with the following access and security requirements:

- a. Limited Access. MHIS will limit access to the Confidential Data to HDC Data Integration Staff who have signed the Confidentiality Agreement in Attachment B and are working on a specific HDC Project with the Provider under the terms of the HDC EMOU. Only Anonymized Data will be provided to HDC Data Recipients of approved HDC Projects as defined in the accompanying HDC EMOU.
- b. Secure Storage. MHIS agrees to proceed according to requirements, contained in (FISM) NIST SP800-39, Managing Information Risk. Furthermore, MHIS shall be responsible for maintaining a secure environment compliant with State policies, standards and guidelines, and other Applicable Law that supports the transmission of data in compliance with the Specifications. MHIS shall follow the specifics contained in (FISM) NIST SP800-47, Security Guide for Interconnecting Information Technology Systems and shall use appropriate safeguards to prevent use or disclosure of Data other than as permitted by the HDC EMOU, the (FISM) NIST SP800-47, and Applicable Law, including appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of that Data. Appropriate safeguards shall be those required by Applicable Law related to Data security, specifically contained in (FISM) NIST SP800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- c. Use. MHIS shall use the Confidential Data solely for purposes approved through the HDC EMOU (“Purpose”). MHIS shall only disclose the Confidential Data to HDC Data Integration Staff who have the authority to handle the data in furtherance of the Purpose. MHIS will only provide

approved HDC Project Data to HDC Data Recipients who have signed the HDC Data Use License in Attachment C. Any and all work carried out by MHIS in connection with HDC relative to any and all Data activities whatsoever shall be done solely by MHIS staff who are employed by the Hartford Board of Education/Hartford Public Schools, and any and all fees-for-use that are charged by MHIS to any and all HDC Data Recipients in connection with the HDC shall be collected for and deposited in the appropriate Hartford Board of Education/Hartford Public Schools account(s).

- d. Data Deletion. MHIS shall retain the Provider's Confidential Data for HDC projects for a period of twelve-months after providing the Anonymized Data to the HDC Data Recipient, unless otherwise agreed to by the Provider and MHIS. After this twelve-month period, all Confidential Data and Anonymized Data will be deleted by MHIS.

4. Anonymization of HDC Project Data

- a. Criteria for Anonymized Data. Only Anonymized Data may be released to HDC Data Recipients for approved HDC Projects. The Provider has determined that Anonymized Data shall remove all personal identifiers which can be used to distinguish or trace an individual's identity. Personal identifiers shall include those consistent with a HIPAA Limited Data Set (§ 164.514(b)(2)). These include name, social security number, residential address smaller than town or city, telephone and fax numbers, email address, Data Provider unique identifiers, vehicle or device identification numbers, web universal resource locators, internet protocol address numbers, and biometric records.
- b. Cell Suppression Policy. MHIS agrees that HDC Projects including data from the Provider in the creation of any dissemination materials (manuscript, table, chart, study, report, presentation, etc.) must adhere to the cell size suppression policy as follows. This policy stipulates that no cell (e.g., grouping of individuals, patients, clients) with less than 15 observations may be displayed. Also, no use of percentages or other mathematical formulas may be used if they result in a cell displaying less than 15 observations. Individual level records may not be published in any form, electronic or printed. Reports and analytics must use complementary cell suppression techniques to ensure that cells with fewer than 15 observations cannot be identified by manipulating data in adjacent rows, columns or other manipulations of any combination of dissemination materials generated through HDC Projects. Examples of such data elements include, but are not limited to, geography, age groupings, sex, or birth or death dates.

5. Provider Responsibilities for Meeting Legal Requirements

Provider has collected the Confidential Data from individuals. Accordingly, Provider is solely responsible for ensuring that all legal requirements have been met to collect data on individuals whose Confidential Data are being provided to MHIS, serving as HDC Data Integration Staff.

6. Mutual Indemnification

MHIS and Data Provider shall not be liable to each other or to any other party for any demand or claim, regardless of form of action, for any damages of any kind, including special, indirect, consequential or incidental damages, arising out of the use of the Data Provider's data pursuant to and consistent with the terms of this Data Sharing Agreement or arising from causes beyond the control and without the fault or negligence of a Data Partner.

7. Confidentiality and Breach Notification

- a. Confidentiality. All HDC Data Integration Staff shall be informed of the confidentiality obligations imposed by this Agreement and must agree to be bound by such obligations prior to any disclosure of Confidential Data to such HDC Data Integration Staff, as evidenced by their signature on the Confidentiality Agreement in Attachment A. MHIS shall protect the Confidential

Data by using the same degree of care as MHIS uses to protect its own confidential information, and no less than a reasonable degree of care.

- b. **Breach Notification.** MHIS is responsible and liable for any breach of this Agreement by any of its HDC Data Integration Staff. MHIS shall report to the Provider all breaches that threaten the security of the State's databases resulting in exposure of Confidential Data protected by federal or state laws, or other incidents compromising the security of the State's information technology systems. Such reports shall be made to the Provider within 24 hours from when MHIS discovered or should have discovered the occurrence. MHIS shall also comply with any Applicable Law regarding data breaches.

8. Modification; Assignment; Entire Agreement

This Agreement may not be modified except by written agreement of the Provider and MHIS. This Agreement may not be assigned or transferred without the Provider and MHIS's prior written consent. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of, and be enforceable by, the Provider and MHIS and its successors and assigns. Notwithstanding anything to the contrary, each party has the right to disclose the terms and conditions of this Agreement to the extent necessary to establish rights or enforce obligations under this Agreement. This Agreement supersedes all previous HDC Data Sharing Agreements, whether oral or in writing.

9. No Further Obligations

The Provider and MHIS do not intend that any agency or partnership relationship be created by this Agreement. No party has any obligation to provide any services using or incorporating the Confidential Data unless the Provider agrees and approves of this obligation under the terms of the HDC EMOU. Nothing in this Agreement obligates the Provider to enter into any further agreement or arrangements, or furnish any Confidential Data, other information, or materials.

10. Compliance with Law, Applicable Law

The Provider and MHIS agree to comply with all Applicable Laws and regulations in connection with this Agreement. The Provider and MHIS agree that this Agreement shall be governed by the laws of the State of Connecticut, without application of conflicts of laws principles.

11. Term of Agreement

The parties may terminate this Agreement upon sixty (60) days' written notice to the other party. The terms of this Agreement that by their nature are intended to survive termination will survive any such termination as to Confidential Data provided, and performance of this Agreement, prior to the date of termination, including Sections 2, 3, 4, 5, 6, 7, 8, 9, and 10.

Notwithstanding the foregoing in this Section 12, and irrespective of any provision in this Agreement that may be to the contrary, in the event that the fees referenced in Section 4(c) exceed \$50,000, the Board of Education will be required to provide additional approval of the Agreement.

12. Use of Name

Neither the Provider nor MHIS will use the name of the other party or its employees in any advertisement or press release without the prior written consent of the other party.

13. Definitions

- a. **Anonymized Data:** Data where appropriate personal identifiers have been removed for an HDC Data Recipient such that the likelihood of being able to re-identify individuals is extremely low. The criteria for Anonymized Data are outlined in section 5a.
- b. **Applicable Law:** Including, but not limited to, FERPA (34 CFR, Part 99), HIPAA (42 U.S.C. § 1320-d6), 42 CFR Part 2, 26 U.S. C § 6103, 42 U.S.C. § 67, 42 U.S.C. § 503, 26 U.S.C. § 3304, subpart B of

20 C.F.R. Part 603, Connecticut Student Data Privacy Act, Conn. Gen. Stat. § 10-234aa et seq., Conn. Gen. Stat. § 17a-101k(a), and Conn. Gen. Stat. § 46b-124.

- c. Confidential Data: Data submitted by the Provider to MHIS that have not been Anonymized.
- d. HDC Data Integration Staff: The individuals who will have the approved responsibility of handling and securing relevant Confidential Data from Parties for approved HDC Projects. The HDC Data Integration Staff will consult with Party staff, clean Confidential Data, link Confidential Data, and prepare Anonymized Data for HDC Projects.
- e. HDC Data Recipient: The individual or organization that has received approval for an HDC Project to use integrated Anonymized Data for analysis, research, or evaluation purposes. The HDC Data Recipient may be an employee from an HDC Data Provider or an external researcher.
- f. HDC Project: A project approved under the terms of the HDC EMOU. An HDC Project must be analytic, research, or evaluative in nature. An HDC Project must require Confidential Data from two or more Data Providers and must be achievable by HDC Data Recipients with Anonymized Data.

14. Party Representatives

The Parties' contacts for purposes of this Agreement are:

Provider: Capital Workforce Partners

Metro Hartford Innovation Systems: Dr. Leslie Torres-Rodriguez

Hartford Data Collaborative: Michelle Riordan-Nold

The signature page for this Agreement is on the following page.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Connecticut Data Collaborative

Print Name: _____

Title: _____

Signature: _____

Date: _____

Provider Name

Print Name: _____

Title: _____

Signature: _____

Date: _____

Hartford Board of Education/Hartford Public Schools, acting by and through its Metro Hartford Innovation Systems (MHIS)

Print Name: Dr. Leslie Torres-Rodriguez

Title: Superintendent

Signature : _____

Date: _____

Form and Legality Approval

Corporation Counsel

Attachment A:
Hartford Data Collaborative
EMOU

**Attachment B:
Hartford Data Collaborative**

CONFIDENTIALITY AGREEMENT

I, _____, hereby acknowledge that, with regard to a request for information through the Hartford Data Collaborative (HDC) and the associated Data Sharing Agreement (“Agreement”) between the Metro Hartford Innovation Services (MHIS) and _____(Provider), I may acquire or have access to confidential information or personally identifiable information associated with Hartford residents.

I agree to comply with all the terms of the Agreement regarding the access, use, and disclosure of any information submitted by Provider to MHIS.

At all times I will maintain the confidentiality of the information. I will not inspect or “browse” the information for any purpose not identified in the Agreement. I will not access, or attempt to access, my own information, or information relating to an individual or entity with which I have a personal or financial interest, for any reason not necessary to the performance of the work assigned to me under the Agreement. This includes, but is not limited to, information relating to family members, neighbors, relatives, friends, ex-spouses, their employers, and/or anyone not necessary for the work assigned.

At no time will I either directly or indirectly, disclose, or otherwise make the information available to any unauthorized person.

I agree to comply with all applicable state and federal laws and regulations with regard to confidentiality and security of the information, including but not limited to, the following.

FERPA (34 CFR, Part 99), HIPAA (42 U.S.C.§ 1320-d6), 42 CFR Part 2, 26 U.S. C § 6103, 42 U.S.C. § 67, 42 U.S.C. § 503, 26 U.S.C. § 3304, subpart B of 20 C.F.R. Part 603, Connecticut Student Data Privacy Act, Conn. Gen. Stat. § 10-234aa et seq., Conn. Gen. Stat. § 17a-101k(a), and Conn. Gen. Stat. § 46b-124.

Civil and criminal penalties for willful misuse of information can be found in the aforementioned citations.

Executed:

Organization Name: _____

Signature: _____

Date: _____

Printed Name: _____

Telephone: _____

Email: _____

**Attachment C:
HDC DATA USE LICENSE**

Appendix A:
Data Fields List

Hispanic Health Council
Maternal Infant Outreach Program

CITY OF HARTFORD: HHC New Contract for FY22



- **Client Profile:** The Hispanic Health Council (HHC) serves over 120 pregnant and parenting women in the City of Hartford by operating the Maternal Infant Outreach Program (MIOP), a home visitation program. It provides them with access to health insurance, family stabilizing resources, and parenting education.
- **Scope and Cost of Contract:** HHC shall implement MIOP for the City, five days a week, 8 hours a day, Monday through Friday. The new contract for FY2022 is \$230,004 for services from July 1, 2021 through June 30, 2022.
- **Demographics:** Pregnant and parenting women, primarily African American and Latina.

CITY OF HARTFORD: HHC Contract Renewal for FY22



- **RFP History:** HHC was awarded a one-year grant with an option for renewal for three additional years after undergoing a competitive Request for Proposals (RFP) process.
 - The City of Hartford/HHS released a competitive Request for Proposals (RFP) for the operation of MIOP. HHC's application was the only one received.
 - Though it was the only application received, it was judged by a panel of City of Hartford employees to meet the requirements set out by the RFP.
- **Program Goals** for the upcoming fiscal year will be as follows:
 - Decrease infant mortality among women in the program
 - Increase access to health insurance
 - Increase access to other social support services

CITY OF HARTFORD: HHC FY22 Metrics



OUTCOME 1: Decrease infant mortality among women in the program

- Annual data from program and state infant mortality data

OUTCOME 2: Increase access to health insurance

- Number of women and infants enrolled in health insurance

OUTCOME 3: Increase access to other social support services

- Number of women referred to social service agencies
- Number of women enrolled in other agency's programs



CITY OF HARTFORD

ROUTING TABLE #1

Updated 2/22/21

PROFESSIONAL SERVICES (AGREEMENT) **(AMENDMENT)**
CONSTRUCTION SERVICES (AGREEMENT) **(AMENDMENT)**
MISCELLANEOUS GOODS & SERVICES (INSTALL) **(NO INSTALL)**
LESS THAN 25K AGREEMENT

Date:	June 1, 2021	
Initiating Department:	Health and Human Services (HHS)	
Contact Person & Telephone #:	Andre Scott (860) 757-4724	
Project Title:	Maternal Infant Outreach Program	
Project #:	HHS 2021- 63	Extension #
Term of Contract (start & end date):	07/01/2021 – 06/30/2022	
Total Cost of Project:	\$230,004	
General Fund \$ / MUNIS Account Coding:	\$230,004	520010-59920
Grant Fund \$ / MUNIS Account Coding:	\$	
Vendor Name / Vendor #:	Hispanic Health Council, Inc (#490)	
Council Resolution Date:	N/A	

	TITLE	SIGNATURE	DATE
1. Initiating Department	Department Head		
2. Procurement Services Unit <i>(Communications & Revisions)</i>	Procurement Specialist		
3. Procurement Services Unit	Procurement Manager		
4. Management & Budget	Director of M&B		
MARB Approval Required <input type="checkbox"/> Initials: _____	MARB Approval Rec'd Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Corporation Counsel <i>(Form & Legality)</i>	Corporation Counsel		
6. Mayor's Office	Chief Operating Officer		

Executed Contracts are released to Procurement for distribution. Initials / Date: _____

CONTRACT FOR PROFESSIONAL SERVICES

by and between

CITY OF HARTFORD
and
Hispanic Health Council

for

MATERNAL INFANT OUTREACH PROGRAM (MIOP)

This Agreement is by and between the **City of Hartford**, a Connecticut Municipal Corporation having its territorial limits within the County of Hartford and State of Connecticut, acting herein by **Luke A. Bronin, its Mayor**, duly authorized hereinafter referred to as the **City**, and **Hispanic Health Council** whose address is **175 Main St. Hartford, CT 06106** acting herein by **Kenneth A. Barela, Its Chief Executive Officer**, duly authorized, hereinafter referred to as the **Provider**.

1. **SCOPE OF SERVICES**

The City hereby engages Provider to provide specific deliverables to the Maternal Infant Outreach Program (MIOP) on an as-needed basis as set forth in the scope of services referenced as **Exhibit A** attached hereto (“**Services**”), subject to the terms and conditions in this Agreement.

2. **TERM**

The term of this Agreement shall be July 1, 2021 through and including June 30, 2022. The City has the option to extend this contract for (3) additional (1) year terms in the City's sole and absolute discretion.

3. **COMPENSATION**

For Services rendered by Provider as detailed in Exhibit A of this Agreement, Provider shall be paid according to the rates set forth in **Exhibit B** (“**Compensation**”).

The City’s obligation to make any payments for any Services rendered hereunder is expressly contingent upon the Provider having satisfactorily performed the same and provided the deliverable for which Provider seeks payment. In the event that the City reasonably determines that the Provider's work is not satisfactory, or if the City reasonably believes the Provider otherwise has breached any of its obligations under this Agreement, the City may take corrective action, including, but not limited to, the following:

- (i) Delay of payment;

- (ii) Adjustment of payment commensurate with performance; and/or
- (iii) Suspension or termination of this Agreement.

Payment will be made by the City for any Services provided hereunder within thirty (30) days of its receipt of the Provider's invoice therefore in accordance with this Section. The agency's Fiscal Officer and Executive Director must sign the Request for Reimbursement form. Payment cannot be made from photocopies or faxes.

4. MANAGEMENT

The Director of Health and Human Services or his/her designee will manage this Agreement for the City. The City will manage the Services detailed in Exhibit A (herein collectively referred to as the "Project" or the "Program") and shall work closely with the Provider in all aspects of the Services agreed to. Each shall follow reasonable suggestions of the other to improve outcomes.

5. RELATIONSHIP BETWEEN THE PARTIES

It is mutually agreed that the Provider, including its employee(s), is an independent contractor and not an officer, employee or agent of the City, and that this Agreement is a contract for services and not a contract of employment, and that, as such, the Provider and its employee(s) shall not be entitled to any employment benefits of the City such as, but not limited to: vacation, sick leave, insurance, workers' compensation, pension and retirement benefits. All personnel matters affecting Provider's staff will be the responsibility of the Provider.

The Provider agrees that, except as otherwise provided herein, all non-expendable property purchased under this Agreement is understood to be and remain the property of the City and shall be tagged and tracked as property of the City. At the end of this Agreement or any renewal or extension thereof, such property shall be returned to the City or otherwise disposed of. As used herein the term "non-expendable" property shall mean any and all personality or fixtures which will not be consumed or lose its identity, and which is expected to have a useful life of one (1) year or more.

6. HOLD HARMLESS AGREEMENT

The Provider, its agents and assigns shall indemnify and hold harmless the City, including but not limited to, its elected officials, officers, and agents, ("collectively, "the City Indemnitees") from any and all claims made against the City Indemnitees, including but not limited to, damages, awards, costs and reasonable attorneys' fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by or on behalf of the Provider here under or under any other agreements of the Provider

entered into by reason thereof. The City agrees to give the Provider prompt notice of any such claim and absent a conflict of interest, an opportunity to control of the defense thereof. The foregoing indemnity shall survive the termination or expiration of this Agreement.

7. **INSURANCE**

The Provider shall furnish the following insurance coverage, if applicable, prior to commencing any Services hereunder. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-, VIII or better. Insurance coverage shall remain in full force for the duration of the Agreement term including any and all extensions or renewals thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- 7.1 **Commercial General Liability Insurance, including Contractual Liability Insurance, Products-Completed Operations,** with limits not less than \$2,000,000.00 Combined Single Limit Bodily Injury and Property Damage. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- 7.2 **Workers' Compensation Insurance** in accordance with Connecticut General Statutes.
- 7.3 **Employer's Liability:**
\$1,000,000 bodily injury for each accident;
\$1,000,000 bodily injury by disease for each employee;
\$1,000,000 bodily injury by disease aggregate
- 7.4 **Automobile Liability Insurance:**
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
- 7.5 **Inland Marine:** covering the City of Hartford Department of Health and Human Services from all causes of loss during transportation (motor truck cargo or trip transit) up to and including storage (basic causes of loss form). n/a
- 7.6 **Fidelity Bond:** Shall be maintained in an amount no less than the total amount of the contract for the duration of the contract including any renewal or extension thereof. n/a
- 7.7 **The City of Hartford:** Shall be named Loss payee under the Inland Marine Policy(ies) noted in 7.5 above. n/a
- 7.8 **Professional Liability:** issued on a claims made basis with a \$1,000,000 Single Limit for the Term and for two years thereafter.

- 7.9 **The City of Hartford is included as an Additional Insured, AIIMA.**
Under the Commercial General Liability Automobile Liability and Employer's Liability Insurance Policies.

THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE.

The City of Hartford is included as an additional insured, AIIMA

- 7.10 Each insurance coverage named above shall provide not less than a thirty (30) day notice of cancellation to the City. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the City's Risk Manager.
- 7.11 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Provider by virtue of its promise to hold City harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraph 7.1 herein, the Provider shall be liable to, or for the benefit of, the City for the excess.
- 7.12 Insurance requirements and coverage may be reviewed from time to time during the Term and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 7.13 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default of the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of Provider, at the Provider's expense, at City's option.
- 7.14 Provider shall be responsible for all deductibles including payment and indemnity to the City.

8. SAFEGUARDING OF FUNDS

In the event that the City provides the Provider with a cash advance or makes a lump sum payment, the Provider shall deposit all project funds in a Hartford financial institution with adequate FDIC or FSLIC coverage, and the balance exceeding the FDIC coverage shall be secure. Such security shall be satisfactory to the City. Consistent with the goal of expanding opportunities for minority business enterprise, the Provider is encouraged to use minority banks where possible.

9. PUBLIC RELATIONS

All publicity efforts, including without limitation posters, invitations to events, publications, brochures and news releases, shall contain the following statement, as applicable:

This Program is funded by the City of Hartford; *or*

This Program is funded in part by the City of Hartford.

10. CONFLICT OF INTEREST

The City and the Provider hereby agree that no member of the governing body of the City, or its designees or agents, and no other City official, either paid or unpaid, or employee, who exercises any function or responsibility with respect to this Program during the individual's tenure or thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the Program assisted under this Agreement. The Provider shall cause to be incorporated in all subcontracts a provision prohibiting such interest pursuant to the provisions of this section.

11. EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

- 11.1.1 If default shall be made by the Provider, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Provider set forth in this Agreement; or
- 11.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Provider's performance of this Agreement; or
- 11.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Provider bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Provider under the federal bankruptcy laws, or any other similar applicable federal or state law; or

11.1.4 If any competent authority shall have determined that the Provider is in default of any federal, state or local tax obligation.

11.1.5 Pursuant to a Resolution passed by the Court of Common Council on September 13, 1982, default on the part of any outstanding debt owed to the City by the Provider shall be considered just cause for termination of this Agreement. Default shall be considered to have occurred when a monthly payment required by a repayment agreement is thirty (30) or more days late.

11.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the City may elect to pursue any one or more of the following remedies, in any combination or sequence:

11.2.1 Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;

11.2.2 Suspend Program operation;

11.2.3 Require the Provider to correct or cure such default to the satisfaction of the City; and

11.2.4 Terminate this Agreement for cause in accordance with Section 12 hereof.

The selection of any remedy shall not prevent or stop the City from pursuing any other remedy and shall not constitute a waiver by the City of any other right or remedy.

12. TERMINATION OF AGREEMENT

12.1 Termination

"Termination," for purposes of this Agreement, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Provider's obligation to perform the Services described in Exhibit A, and the City's obligation, as described in Section 3, Compensation of this Agreement to pay for such Services.

12.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, the City may terminate this Agreement by giving five (5) days' written notice thereof to the Provider.

12.3 Termination for Program Change

In the event the Program shall be terminated or significantly changed, the City may terminate this Agreement on thirty (30) days' written notice thereof to the Provider.

12.4 Termination for Non-availability of Funds

In the event the City shall not have funds available for this Program, the City may terminate this Agreement on thirty (30) days' written notice thereof to the Provider.

12.5 Termination for Convenience

The City may terminate this Agreement at any time by giving thirty days (30) prior written notice thereof to the Provider.

12.6 Payment upon Termination

In the event this Agreement is terminated as herein provided in 12.3 through 12.5 above, the City shall make full payment to the Provider for all services performed up to and including the date of termination within ten (10) days of such date of termination.

13. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Provider's duly authorized representative shall be **Kenneth A. Barela, or his successor**, and the City's duly authorized representative shall be **Luke A. Bronin, its Mayor**.

The City and the Provider may require changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between the City and the Provider shall be incorporated in written amendments to this Agreement.

14. DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS

In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the City.

15. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The Provider agrees to establish and maintain fiscal control and accounting procedures, which assure proper accounting for all funds paid by the City to the Provider under this Agreement. The Provider agrees that all records with respect to all matters covered by this Agreement shall be maintained during the term of this Agreement, and for one full year following termination, including any renewal or extension.

16. AUDITS

At any time during normal business hours, with reasonable notice (not less than seven business days) and as often as may be deemed necessary by the City, the Provider shall make available to the City, for examination, all records with respect to all matters covered by this Agreement.

17. REPORTS AND INFORMATION

The Provider shall furnish the City with such information and reports concerning the progress and management of this project as may be required from time to time. The form of said reports shall be determined by the City and agreeable to the Provider and consistent with the City's requirements.

Monthly reports must be submitted in duplicate by the **fifteenth working day** of the month following the report period and **must include**: copies of payroll registers, canceled checks and other back-up documentation deemed necessary to support reimbursement of expenditures. Any subcontract program agreements must be submitted which detail agencies or individuals providing services under this contract, prior to execution.

The Provider will agree to comply with any reporting, auditing, documentation, invoicing or additional requirements imposed by the City or by the Director of Management & Budget.

The Provider agrees to set up a separate account to administer the funds provided pursuant to this agreement and to provide the City with a detailed description of all fund expenditures on a monthly basis. This expenditure report must include payroll rosters to substantiate personnel expenses and program participant numbers. The City may audit at will all Provider accounts related to this agreement and/or any of its amendments.

The Provider agrees to report any staff reductions, replacements and terminations to the City in writing within ten (10) days of the occurrence.

18. NON-ASSIGNABILITY

The Provider shall not assign or transfer any interest in this Agreement without prior written consent of the City.

19. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

20. CUMULATIVE REMEDIES

All rights exercisable by and remedies of the City hereunder shall be cumulative and the exercise or beginning of the exercise by the City of any of its rights or remedies hereunder shall not preclude the City from exercising any other right or remedy granted hereunder or permitted by law.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and relevant ordinances and regulations of the State of Connecticut and the City of Hartford.

22. SUBCONTRACTORS

Portions of the Services may be subcontracted, provided that:

- 22.1 The City shall give prior approval to such subcontract in writing.
- 22.2 All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontracts(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof.
- 22.3 The City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

23. GENDER/NUMBER/TITLE

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

24. NOTICES

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this agreement, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, at the following addresses:

As to the City:

**Luke A Bronin, Its Mayor
City of Hartford
550 Main Street
Hartford, CT 06103**

As to the Provider:

**Kenneth A. Barela, Its CEO
Hispanic Health Council
175 Main Street
Hartford, CT 06106**

**Liany Arroyo, Director
Department of Health & Human Services
131 Coventry Street
Hartford, CT 06112**

Neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

25. SUCCESSORS

This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors and assigns.

26. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

The Provider agrees to abide by the provisions of Section 2-692 *et seq.* of the City of Hartford Municipal Code (as applicable), Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063. In carrying out this Program, the Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The Provider shall take affirmative action to ensure that applicants with job related qualifications are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause.

The Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The Provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. The Provider agrees to abide by the terms and conditions contained in the City of Hartford's *Equal Employment Opportunity Questionnaire for Vendors and Contractors*.

27. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

The Provider agrees to abide by the provisions of the Americans with Disabilities Act (ADA) of 1990; Public Law 101-336, as applicable. (the “Act”)

In compliance with this law, the Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the Provider, or be subjected to discrimination by the Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. The Provider shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The Provider shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

28. TAXPAYER IDENTIFICATION NUMBER

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by the Provider, is hereby made a part of this Agreement and is incorporated herein by reference. It is understood and agreed that the City shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the Provider under this Agreement. It is further

understood and agreed that the City shall not be liable for inaccurate information contained on said IRS Form W-9.

29. NON-WAIVER

Any failure by the City or the Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

30. DELINQUENCY IN OBLIGATIONS

The Provider hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to the City shall be and remain current.

31. CONDITIONS

The Provider hereby agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and City of Hartford, including, but not limited to the following:

- (1) Civil Rights Act of 1964, as amended
- (2) Civil Rights Act of 1991, as amended
- (3) Federal Labor Standards (29 CFR Parts 3, 5, and 5a)
- (4) Architectural Barriers Act of 1969 (42 USC 4151)
- (5) Section 504 of the Rehabilitation Act of 1973
- (6) Hatch Act (Title 5 USC Chapter 15)
- (7) Living Wage Ordinance of the City of Hartford (Section 2-761 et seq of the Municipal Code of the City of Hartford)

32. ENTIRE AGREEMENT

This Agreement and its Exhibits attached hereto, contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter, hereof.

IN WITNESS THEREOF, the CITY OF HARTFORD and the PROVIDER have executed this Contract as of this _____ day of _____, 2021.

PROVIDER

By: _____ / /
Kenneth A. Barela Date
Its Chief Executive Officer

CITY OF HARTFORD

By: _____ / /
Luke A. Bronin Date
Its Mayor

CITY OF HARTFORD

By: _____ / /
Liany E. Arroyo Date
Its Director of Health and Human Services

APPROVALS:

As to Form and Legality:

By: _____ / /
Howard G. Rifkin Date
Its Corporation Counsel

EXHIBIT A – Detailed Scope of Services

1. SCOPE OF SERVICES

The Provider shall provide services to the City of Hartford Health and Human Services Department Maternal and Infant Outreach Program (MIOP) for the purposes of improving the health outcomes of prenatal women and their infants of Hartford residents. An Intensive Home Visiting Program will provide outreach services in Hartford's low-income neighborhoods by identifying pregnant women, maintain regular contact with clients and provide home-based services including: prenatal/postpartum health education, well-child health care education, parenting education, social-emotional support, advocacy and case management. Two (2) FT Community Health Workers and one (1) FT Team Leader will be employed by the Provider to provide the Intensive Home Visiting services to Hartford's prenatal mothers and their child. One (1) FT Data Coordinator will be employed to provide oversight and manage data collected in program. All four (4) employees will work out of the offices provided by the City of Hartford Health and Human Services Department (HHS) at 131 Coventry Street.

The Provider will coordinate with the MIOP Program Manager of the Hartford Health and Human Services Department the recruitment of new and replacement staff. The Provider will be responsible for issuing payroll checks including Connecticut and federal income tax withholdings, payment of all taxes including FICA, Unemployment Compensation, Worker's Compensation, provision of medical, dental and life insurance coverage for all full-time employees and family members.

The Program Manager of the Hartford Health and Human Services Department will supervise monthly. The MIOP Program Manager must approve all decisions regarding hiring, termination and evaluation in advance. The Provider will conduct evaluations jointly with the MIOP Program Manager using an instrument provided by the MIOP Program Manager.

The Provider will be responsible for adhering to the following conditions:

1.1. All newly hired employees will receive:

- 1.1.1. 3 month performance evaluation
- 1.1.2. 6 month performance evaluation

1.2. For all time accrued by Hispanic Health Council staff (earned time, vacation, and sick) Hispanic Health Council will provide, on a monthly basis to staff, a time account within fifteen 15 days after the end of the month

2. DATA MANAGEMENT AND REPORTING REQUIREMENTS

2.1. Provider will adhere to and comply with the City of Hartford's data use agreement. Provider will collect and handle all data with confidentiality. Any data collected will be reported in the aggregate, and no individual data is to be shared.

3. PERSONNEL

3.1. Provider will recruit and hire culturally and linguistically sensitive staff. Provider will screen and train all paid Staff and volunteers to insure they comply with agency and state regulations regarding confidentiality and security.

4. TARGET POPULATION

- 4.1. Services to compromised groups and individuals is recommended. Priority should be given to those residing in the City of Hartford.
- 4.2. In addition, Provider must address service gaps for all special populations (Lesbian, Gay, Bisexual, Trans, Questioning (LGBTQ), Black and Hispanic individuals, and individuals presumed homeless).

EXHIBIT B – Compensation

1. COMPENSATION

- 1.1. Total compensation under this Firm-Fixed Fee for Service Agreement shall not exceed **Two Hundred Thirty Thousand and Four Dollars (\$230,004)** in accordance with the Budget, which could be partially or 100% Grant funded. The City of Hartford is not obligated to fund partially or 100% Grant funded programs upon termination of present program funding.
- 1.2. The Provider must not commingle the City of Hartford General and Grant Fund(s) with other General or Grant Fund(s) and may not reallocate them to other line items in other programs, nor within the same program or grant without an authorized Budget Revision. The Budget Revision request timeline is at least thirty (30) days to the end of the period. Budget Line Items may be adjusted within a Budget Variance of 10%.
- 1.3. Compensation will be payable within thirty (30) days of Provider's submission of each monthly invoice that reflects those deliverables completed during the prior month. Expenditure reports are submitted to the City's Health and Human Services Department not later than ten (10) business days following the close of the month.
- 1.4. Invoices shall be accompanied by the following to initiate proper payment. A cover letter on company letterhead requesting payment. The cover letter should include but not be limited to:
 - a. A reference number;
 - b. The date;
 - c. The amount requested;
 - d. The deliverable for which payment is requested;
 - e. A brief summary of service (s) provided; and
 - f. Signature
- 1.5. Documentation of expenses is required by the Managing Authority. Backup documentation should include but not be limited to:
 - a. Summary of expenses (usually a spreadsheet with line item details);
 - b. Payroll and fringe benefits backup documentation;
 - c. Receipts and all other proofs of payments;
 - d. A copy of the general ledger showing both current month & contract-to-date activities related to scope;
 - e. For charges allocated across multiple grants and/or funding sources, provide documentation on how these indirect charges are allocated each month; and

- f. Details showing type & amount of expenditures (e.g.: management salaries, fringe, allocated office expenses, etc.) and the basis for allocating to the grant.
- 1.6. Provider agrees to serve as the Fiduciary Agent for this agreement. As such, the Provider agrees to establish and maintain accounting and record keeping procedures and issue such reports as may be required by the City.
- 1.7. Should your agency, at any time during the contract period, be audited by any branch of the federal or state government and be made to reimburse said branch, your agency will be solely responsible for covering the reimbursed amount, under no circumstances can project funds be used for reimbursement.

Please submit documents directly to The City of Hartford, Department of Health and Human Services, Finance Division. All documents regarding payments (i.e., Invoices, Etc.) that arise from Contracts, Purchase Orders, or Pre-Approval for products or services of any kind with the Department of Health and Human Services, should preferably be emailed to APinvoices.HHS@hartford.gov or physically sent to:

THE CITY OF HARTFORD
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCE UNIT, ACCOUNTS PAYABLE
131 COVENTRY STREET, 1st FLOOR, SUITE 1013
HARTFORD, CT 06112-1548

City of Hartford Health & Human Services
 Contract #: HHS

Budget Exhibit B: Budget Summary Sheet

Contractor Name:

Program Name: MIOP

Contract & Budget Period: July 1, 2021 to June 30, 2022

BUDGET LINE ITEM	ORIGINAL BUDGET	ADJUSTMENTS	REVISED TOTAL
Personnel			
Position and Title:	\$ -		\$ -
1. Hall, Cosmeque Data Coordinator	\$ 43,175		\$ 43,175
2. Parker, Myra Team Leader	\$ 39,768		\$ 39,768
3. Perez Montanez, Carmen Community Health Worker	\$ 34,087		\$ 34,087
4. Argandona, Yecenia Community Health Worker	\$ 34,087		\$ 34,087
Total Personnel	\$ 151,117	\$ -	\$ 151,117
Fringe Benefits			
Fringe Benefits			\$ -
FTE 31%	\$ 46,846		\$ 46,846
Total Fringe Benefits	\$ 46,846	\$ -	\$ 46,846
Travel			
In State Mileage			\$ -
Mileage	\$ 840		\$ 840
Total Travel	\$ 840	\$ -	\$ 840
Other Expenses			
Telephone	\$ 1,200		\$ 1,200
Total Other Expenses	\$ 1,200	\$ -	\$ 1,200
Administrative Cost			
G&A @ 15%	\$ 30,001		\$ 30,001
Total Administrative cost	\$ 30,001	\$ -	\$ 30,001
TOTALS	\$ 230,004	\$ -	\$ 230,004

Catholic Charities
Hispanic Senior Center

CITY OF HARTFORD: CCAOH Contract for FY22-Hispanic SC



- **Client Profile:** Catholic Charities Archdiocese of Hartford (CCAOH) serves the elderly (60+) population of Hartford by operating the Hispanic Senior Center. It provides them with access to nutritious food, opportunities for physical activity and social connection, and health services.
- **Scope and Cost of Contract:** CCAOH shall continue to operate the South End Senior Wellness Center for Hartford's elderly community, five days a week, 7 hours a day, Monday through Friday. The contract for FY2022 is \$120,773 for services from July 1, 2021 through June 30, 2022.
- **Demographics:** Residents over the age of 60 years old, primarily Latino

CITY OF HARTFORD: CCAOH Contract Renewal for FY22



- **RFP History:** Catholic Charities Archdiocese of Hartford, through a memorandum of understanding, was awarded a one-year grant with an option for renewal for up to three additional years.
 - The City of Hartford/HHS has historically worked with CCAOH for the operation of the Hispanic Senior Center. CCAOH owns the facility, and the City has historically made a contribution to the operation of the Hispanic Senior Center.
 - City Counsel granted a 1 time increase in the operating budget for FY22
- **Program Goals** for the upcoming fiscal year will be as follows:
 - Increase the social connectivity of the City's seniors
 - Increase the proportion of seniors that access the center
 - Provide access to needed services

CITY OF HARTFORD: CCAOH FY22 Metrics



OUTCOME 1: Increase the social connectivity of the City's seniors

- Biannual survey with seniors to determine satisfaction with the Center's Services

OUTCOME 2: Increase the proportion of seniors that access the center

- Number of paid memberships

OUTCOME 3: Provide access to needed services

- Biannual survey with seniors to determine services needed compared to services provided



CITY OF HARTFORD

ROUTING TABLE #1

Updated 2/22/21

PROFESSIONAL SERVICES (AGREEMENT) **(AMENDMENT)**
CONSTRUCTION SERVICES (AGREEMENT) **(AMENDMENT)**
MISCELLANEOUS GOODS & SERVICES (INSTALL) **(NO INSTALL)**
LESS THAN 25K AGREEMENT

Date:	June 1, 2021	
Initiating Department:	Health and Human Services (HHS)	
Contact Person & Telephone #:	Andre Scott (860) 757-4724	
Project Title:	Hispanic Senior Center	
Project #:	HHS 2021- 67	Extension #
Term of Contract (start & end date):	July 1, 2021 – June 30, 2022	
Total Cost of Project:	\$120,773	
General Fund \$ / MUNIS Account Coding:	\$120,773	
Grant Fund \$ / MUNIS Account Coding:	\$	
Vendor Name / Vendor #:	Catholic Charities, Archdiocese of Hartford (#4)	
Council Resolution Date:		

	TITLE	SIGNATURE	DATE
1. Initiating Department	Department Head		
2. Procurement Services Unit <i>(Communications & Revisions)</i>	Procurement Specialist		
3. Procurement Services Unit	Procurement Manager		
4. Management & Budget	Director of M&B		
MARB Approval Required <input type="checkbox"/> Initials: _____	MARB Approval Rec'd Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Corporation Counsel <i>(Form & Legality)</i>	Corporation Counsel		
6. Mayor's Office	Chief Operating Officer		

Executed Contracts are released to Procurement for distribution. Initials / Date: _____

CONTRACT FOR PROFESSIONAL SERVICES

by and between

CITY OF HARTFORD

and

CATHOLIC CHARITIES, ARCHDIOCESE OF HARTFORD (CCAOH)

for

Operation of Hispanic Senior Center

This Agreement is by and between the **City of Hartford**, a Connecticut Municipal Corporation having its territorial limits within the County of Hartford and State of Connecticut, acting herein by **Luke A. Bronin, its Mayor**, duly authorized hereinafter referred to as the **City**, and **Catholic Charities, Archdiocese of Hartford (CCAOH)** whose address is **839-840 Asylum Avenue, Hartford, CT 06105** acting herein by **Marek Kukulka, its Chief Operating Officer**, duly authorized, hereinafter referred to as the **Provider**.

1. SCOPE OF SERVICES

The City hereby engages Provider to provide specific deliverables to the Operation of Hispanic Senior Center on an as-needed basis as set forth in the scope of services referenced as **Exhibit A** attached hereto (“**Services**”), subject to the terms and conditions in this Agreement.

2. TERM

The term of this Agreement shall be July 1, 2021 through and including June 30, 2022. The City has the option to extend this contract for (3) additional (1) year terms in the City's sole and absolute discretion.

3. COMPENSATION

For Services rendered by Provider as detailed in Exhibit A of this Agreement, Provider shall be paid according to the rates set forth in **Exhibit B** (“**Compensation**”).

The City’s obligation to make any payments for any Services rendered hereunder is expressly contingent upon the Provider having satisfactorily performed the same and provided the deliverable for which Provider seeks payment. In the event that the City reasonably determines that the Provider's work is not satisfactory, or if the City reasonably believes the Provider otherwise has breached any of its obligations under this Agreement, the City may take corrective action, including, but not limited to, the following:

- (i) Delay of payment;
- (ii) Adjustment of payment commensurate with performance; and/or
- (iii) Suspension or termination of this Agreement.

Payment will be made by the City for any Services provided hereunder within thirty (30) days of its receipt of the Provider's invoice therefore in accordance with this Section. The agency's Fiscal Officer and Executive Director must sign the Request for Reimbursement form. Payment cannot be made from photocopies or faxes.

4. MANAGEMENT

The Director of Health and Human Services or his/her designee will manage this Agreement for the City. The City will manage the Services detailed in Exhibit A (herein collectively referred to as the "Project" or the "Program") and shall work closely with the Provider in all aspects of the Services agreed to. Each shall follow reasonable suggestions of the other to improve outcomes.

5. RELATIONSHIP BETWEEN THE PARTIES

It is mutually agreed that the Provider, including its employee(s), is an independent contractor and not an officer, employee or agent of the City, and that this Agreement is a contract for services and not a contract of employment, and that, as such, the Provider and its employee(s) shall not be entitled to any employment benefits of the City such as, but not limited to: vacation, sick leave, insurance, workers' compensation, pension and retirement benefits. All personnel matters affecting Provider's staff will be the responsibility of the Provider.

The Provider agrees that, except as otherwise provided herein, all non-expendable property purchased under this Agreement is understood to be and remain the property of the City and shall be tagged and tracked as property of the City. At the end of this Agreement or any renewal or extension thereof, such property shall be returned to the City or otherwise disposed of. As used herein the term "non-expendable" property shall mean any and all personality or fixtures which will not be consumed or lose its identity, and which is expected to have a useful life of one (1) year or more.

6. HOLD HARMLESS AGREEMENT

The Provider, its agents and assigns shall indemnify and hold harmless the City, including but not limited to, its elected officials, officers, and agents, ("collectively, "the City Indemnitees") from any and all claims made against the City Indemnitees, including but not limited to, damages, awards, costs and reasonable attorneys' fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by or on

behalf of the Provider here under or under any other agreements of the Provider entered into by reason thereof. The City agrees to give the Provider prompt notice of any such claim and absent a conflict of interest, an opportunity to control of the defense thereof. The foregoing indemnity shall survive the termination or expiration of this Agreement.

7. INSURANCE

The Provider shall furnish the following insurance coverage, if applicable, prior to commencing any Services hereunder. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-, VIII or better. Insurance coverage shall remain in full force for the duration of the Agreement term including any and all extensions or renewals thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- 7.1 **Commercial General Liability Insurance, including Contractual Liability Insurance, Products-Completed Operations,** with limits not less than \$2,000,000.00 Combined Single Limit Bodily Injury and Property Damage. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- 7.2 **Workers' Compensation Insurance** in accordance with Connecticut General Statutes.
- 7.3 **Employer's Liability:**
\$1,000,000 bodily injury for each accident;
\$1,000,000 bodily injury by disease for each employee;
\$1,000,000 bodily injury by disease aggregate
- 7.4 **Automobile Liability Insurance:**
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
- 7.5 **Inland Marine:** covering the City of Hartford Department of Health and Human Services from all causes of loss during transportation (motor truck cargo or trip transit) up to and including storage (basic causes of loss form). n/a
- 7.6 **Fidelity Bond:** Shall be maintained in an amount no less than the total amount of the contract for the duration of the contract including any renewal or extension thereof. n/a
- 7.7 **The City of Hartford:** Shall be named Loss payee under the Inland Marine Policy(ies) noted in 7.5 above. n/a

- 7.8 **Professional Liability:** issued on a claims made basis with a \$1,000,000 Single Limit for the Term and for two years thereafter.
- 7.9 **The City of Hartford is included as an Additional Insured, AIIMA.** Under the Commercial General Liability Automobile Liability and Employer's Liability Insurance Policies.

THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE.

The City of Hartford is included as an additional insured, AIIMA

- 7.10 Each insurance coverage named above shall provide not less than a thirty (30) day notice of cancellation to the City. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the City's Risk Manager.
- 7.11 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Provider by virtue of its promise to hold City harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraph 7.1 herein, the Provider shall be liable to, or for the benefit of, the City for the excess.
- 7.12 Insurance requirements and coverage may be reviewed from time to time during the Term and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 7.13 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default of the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of Provider, at the Provider's expense, at City's option.
- 7.14 Provider shall be responsible for all deductibles including payment and indemnity to the City.

8. SAFEGUARDING OF FUNDS

In the event that the City provides the Provider with a cash advance or makes a lump sum payment, the Provider shall deposit all project funds in a Hartford financial institution with adequate FDIC or FSLIC coverage, and the balance exceeding the FDIC coverage shall be secure. Such security shall be satisfactory to the City. Consistent with the goal of expanding opportunities for minority

business enterprise, the Provider is encouraged to use minority banks where possible.

9. PUBLIC RELATIONS

All publicity efforts, including without limitation posters, invitations to events, publications, brochures and news releases, shall contain the following statement, as applicable:

This Program is funded by the City of Hartford; *or*

This Program is funded in part by the City of Hartford.

10. CONFLICT OF INTEREST

The City and the Provider hereby agree that no member of the governing body of the City, or its designees or agents, and no other City official, either paid or unpaid, or employee, who exercises any function or responsibility with respect to this Program during the individual's tenure or thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the Program assisted under this Agreement. The Provider shall cause to be incorporated in all subcontracts a provision prohibiting such interest pursuant to the provisions of this section.

11. EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

11.1.1 If default shall be made by the Provider, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Provider set forth in this Agreement; or

11.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Provider's performance of this Agreement; or

11.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Provider bankrupt or insolvent or approving as properly filed a petition seeking

reorganization, readjustment, arrangement, composition or similar relief for the Provider under the federal bankruptcy laws, or any other similar applicable federal or state law; or

11.1.4 If any competent authority shall have determined that the Provider is in default of any federal, state or local tax obligation.

11.1.5 Pursuant to a Resolution passed by the Court of Common Council on September 13, 1982, default on the part of any outstanding debt owed to the City by the Provider shall be considered just cause for termination of this Agreement. Default shall be considered to have occurred when a monthly payment required by a repayment agreement is thirty (30) or more days late.

11.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the City may elect to pursue any one or more of the following remedies, in any combination or sequence:

11.2.1 Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;

11.2.2 Suspend Program operation;

11.2.3 Require the Provider to correct or cure such default to the satisfaction of the City; and

11.2.4 Terminate this Agreement for cause in accordance with Section 12 hereof.

The selection of any remedy shall not prevent or stop the City from pursuing any other remedy and shall not constitute a waiver by the City of any other right or remedy.

12. TERMINATION OF AGREEMENT

12.1 Termination

"Termination," for purposes of this Agreement, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Provider's obligation to perform the Services described in Exhibit A, and the City's obligation, as described in Section 3, Compensation of this Agreement to pay for such Services.

12.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, the City may terminate this Agreement by giving five (5) days' written notice thereof to the Provider.

12.3 Termination for Program Change

In the event the Program shall be terminated or significantly changed, the City may terminate this Agreement on thirty (30) days' written notice thereof to the Provider.

12.4 Termination for Non-availability of Funds

In the event the City shall not have funds available for this Program, the City may terminate this Agreement on thirty (30) days' written notice thereof to the Provider.

12.5 Termination for Convenience

The City may terminate this Agreement at any time by giving thirty days (30) prior written notice thereof to the Provider.

12.6 Payment upon Termination

In the event this Agreement is terminated as herein provided in 12.3 through 12.5 above, the City shall make full payment to the Provider for all services performed up to and including the date of termination within ten (10) days of such date of termination.

13. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Provider's duly authorized representative shall be **Marek Kukulka, or his successor**, and the City's duly authorized representative shall be **Luke A. Bronin, its Mayor**.

The City and the Provider may require changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between the City and the Provider shall be incorporated in written amendments to this Agreement.

14. DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS

In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the City.

15. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The Provider agrees to establish and maintain fiscal control and accounting procedures, which assure proper accounting for all funds paid by the City to the Provider under this Agreement. The Provider agrees that all records with respect to all matters covered by this Agreement shall be maintained during the term of this Agreement, and for one full year following termination, including any renewal or extension.

16. AUDITS

At any time during normal business hours, with reasonable notice (not less than seven business days) and as often as may be deemed necessary by the City, the Provider shall make available to the City, for examination, all records with respect to all matters covered by this Agreement.

17. REPORTS AND INFORMATION

The Provider shall furnish the City with such information and reports concerning the progress and management of this project as may be required from time to time. The form of said reports shall be determined by the City and agreeable to the Provider and consistent with the City's requirements.

Monthly reports must be submitted in duplicate by the **fifteenth working day** of the month following the report period and **must include**: copies of payroll registers, canceled checks and other back-up documentation deemed necessary to support reimbursement of expenditures. Any subcontract program agreements must be submitted which detail agencies or individuals providing services under this contract, prior to execution.

The Provider will agree to comply with any reporting, auditing, documentation, invoicing or additional requirements imposed by the City or by the Director of Management & Budget.

The Provider agrees to set up a separate account to administer the funds provided pursuant to this agreement and to provide the City with a detailed description of all fund expenditures on a monthly basis. This expenditure report must include payroll rosters to substantiate personnel expenses and program participant numbers. The City may audit at will all Provider accounts related to this agreement and/or any of its amendments.

The Provider agrees to report any staff reductions, replacements and terminations to the City in writing within ten (10) days of the occurrence.

18. NON-ASSIGNABILITY

The Provider shall not assign or transfer any interest in this Agreement without prior written consent of the City.

19. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

20. CUMULATIVE REMEDIES

All rights exercisable by and remedies of the City hereunder shall be cumulative and the exercise or beginning of the exercise by the City of any of its rights or remedies hereunder shall not preclude the City from exercising any other right or remedy granted hereunder or permitted by law.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and relevant ordinances and regulations of the State of Connecticut and the City of Hartford.

22. SUBCONTRACTORS

Portions of the Services may be subcontracted, provided that:

- 22.1 The City shall give prior approval to such subcontract in writing.
- 22.2 All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontracts(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof.
- 22.3 The City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

23. GENDER/NUMBER/TITLE

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

24. NOTICES

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this agreement, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, at the following addresses:

As to the City:

As to the Provider:

**Luke A Bronin, Its Mayor
City of Hartford
550 Main Street
Hartford, CT 06103**

**Marek Kukulka, Its Chief Operating Officer
Catholic Charities, Archdiocese of Hartford
839-840 Asylum Avenue
Hartford, CT 06105**

**Liany Arroyo, Director
Department of Health & Human Services
131 Coventry Street
Hartford, CT 06112**

Neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

25. SUCCESSORS

This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors and assigns.

26. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

The Provider agrees to abide by the provisions of Section 2-692 *et seq.* of the City of Hartford Municipal Code (as applicable), Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063. In carrying out this Program, the Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The Provider shall take affirmative action to ensure that applicants with job related qualifications are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause.

The Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The Provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. The Provider agrees to abide by the terms and conditions contained in the City of Hartford's *Equal Employment Opportunity Questionnaire for Vendors and Contractors*.

27. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

The Provider agrees to abide by the provisions of the Americans with Disabilities Act (ADA) of 1990; Public Law 101-336, as applicable. (the “Act”)

In compliance with this law, the Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the Provider, or be subjected to discrimination by the Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. The Provider shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The Provider shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

28. TAXPAYER IDENTIFICATION NUMBER

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by the Provider, is hereby made a part of this Agreement and is incorporated herein by reference. It is understood and agreed that the City shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the Provider under this Agreement. It is further

understood and agreed that the City shall not be liable for inaccurate information contained on said IRS Form W-9.

29. NON-WAIVER

Any failure by the City or the Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

30. DELINQUENCY IN OBLIGATIONS

The Provider hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to the City shall be and remain current.

31. CONDITIONS

The Provider hereby agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and City of Hartford, including, but not limited to the following:

- (1) Civil Rights Act of 1964, as amended
- (2) Civil Rights Act of 1991, as amended
- (3) Federal Labor Standards (29 CFR Parts 3, 5, and 5a)
- (4) Architectural Barriers Act of 1969 (42 USC 4151)
- (5) Section 504 of the Rehabilitation Act of 1973
- (6) Hatch Act (Title 5 USC Chapter 15)
- (7) Living Wage Ordinance of the City of Hartford (Section 2-761 et seq of the Municipal Code of the City of Hartford)

32. ENTIRE AGREEMENT

This Agreement and its Exhibits attached hereto, contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter, hereof.

IN WITNESS THEREOF, the CITY OF HARTFORD and the PROVIDER have executed this Contract as of this _____ day of _____, 2021.

PROVIDER

By: _____ / /
Marek Kukulka Date
Its Chief Operating Officer

CITY OF HARTFORD

By: _____ / /
Luke A. Bronin Date
Its Mayor

CITY OF HARTFORD

By: _____ / /
Liany E. Arroyo Date
Its Director of Health and Human Services

APPROVALS:

As to Form and Legality:

By: _____ / /
Howard G. Rifkin Date
Its Corporation Counsel

EXHIBIT A – Detailed Scope of Services

1. SCOPE OF SERVICES

The City of Hartford, having a population of 123,000 covering an area of seventeen square miles and a senior population of 11,457 The Hispanic Senior Center is a multi- purpose center where adults can join together in diverse cultural activities and services. Its current membership is a diverse reflection of the City of Hartford. The center provides a resource of information, programming, activities and trips fox maintaining independence and a healthy lifestyle, A comprehensive variety of educational, recreational and social services for members aged 55 and older.

Responsibilities:

1. Follow the policies and guidelines for the administration of the program provided by the City through designated staff members.
2. Reimburse the Contractor for all program approved by the City and the Provider using funds from the City as applicable.
3. Provide administrative and financial review of the program ensuring that the interests of the City, is maintained and preserved during the term of this agreement.
4. Provide monthly programmatic & expenses reports.
5. Provide customer services, including but not limited to assisting members with applications and renewals, answer users' questions, maintain communication with users, disseminate programs updates and other related duties.

Service(s):

1. Health Screenings - blood pressure; cholesterol; diabetes; Alzheimer; medication management; depression; and addiction.
2. Recreation - games, arts & crafts, sewing, quilting, bowling, aerobics, Pilates, tai chi, computer classes, intergenerational activities, outings and trips.
3. Information senior & benefit entitlements, eligibility, health awareness presentations, consumer & credit counseling.
4. Outreach access for the homebound and frail elderly; male participation and reaching diverse senior groups.
5. Nutrition - healthy cooking tips and classes; daily lunch will be provided to all members planned by a nutritionist and based upon the needs of a senior population.
6. Benefits Counseling - age appropriate benefits and programs

along with individual assessment and education of eligibility requirements

2. DATA MANAGEMENT AND REPORTING REQUIREMENTS

- 2.1. Provider will adhere to and comply with the City of Hartford's data use agreement. Provider will collect and handle all data with confidentiality. Any data collected will be reported in the aggregate, and no individual data is to be shared.

3. PERSONNEL

- 3.1. Provider will recruit and hire culturally and linguistically sensitive staff. Provider will screen and train all paid Staff and volunteers to insure they comply with agency and state regulations regarding confidentiality and security.

4. TARGET POPULATION

- 4.1. Services to compromised groups and individuals is recommended. Priority should be given to those residing in the City of Hartford.
- 4.2. In addition, Provider must address service gaps for all special populations (Lesbian, Gay, Bisexual, Trans, Questioning (LGBTQ), Black and Hispanic individuals, and individuals presumed homeless).

EXHIBIT B – Compensation

1. COMPENSATION

- 1.1. Total compensation under this Firm-Fixed Fee for Service Agreement shall not exceed **One Hundred and Twenty Thousand, Seven Hundred and Seventy-Three Dollars (\$120,773)** in accordance with the Budget, which could be partially or 100% Grant funded. The City of Hartford is not obligated to fund partially or 100% Grant funded programs upon termination of present program funding.
- 1.2. The Provider must not commingle the City of Hartford General and Grant Fund(s) with other General or Grant Fund(s) and may not reallocate them to other line items in other programs, nor within the same program or grant without an authorized Budget Revision. The Budget Revision request timeline is at least thirty (30) days to the end of the period. Budget Line Items may be adjusted within a Budget Variance of 10%.
- 1.3. Compensation will be payable within thirty (30) days of Provider's submission of each monthly invoice that reflects those deliverables completed during the prior month. Expenditure reports are submitted to the City's Health and Human Services Department not later than ten (10) business days following the close of the month.
- 1.4. Invoices shall be accompanied by the following to initiate proper payment. A cover letter on company letterhead requesting payment. The cover letter should include but not be limited to:
 - a. A reference number;
 - b. The date;
 - c. The amount requested;
 - d. The deliverable for which payment is requested;
 - e. A brief summary of service (s) provided; and
 - f. Signature
- 1.5. Documentation of expenses is required by the Managing Authority. Backup documentation should include but not be limited to:
 - a. Summary of expenses (usually a spreadsheet with line item details);
 - b. Payroll and fringe benefits backup documentation;
 - c. Receipts and all other proofs of payments;
 - d. A copy of the general ledger showing both current month & contract-to-date activities related to scope;
 - e. For charges allocated across multiple grants and/or funding sources, provide documentation on how these indirect charges are allocated each month; and

- f. Details showing type & amount of expenditures (e.g.: management salaries, fringe, allocated office expenses, etc.) and the basis for allocating to the grant.
- 1.6. Provider agrees to serve as the Fiduciary Agent for this agreement. As such, the Provider agrees to establish and maintain accounting and record keeping procedures and issue such reports as may be required by the City.
- 1.7. Should your agency, at any time during the contract period, be audited by any branch of the federal or state government and be made to reimburse said branch, your agency will be solely responsible for covering the reimbursed amount, under no circumstances can project funds be used for reimbursement.

Please submit documents directly to The City of Hartford, Department of Health and Human Services, Finance Division. All documents regarding payments (i.e., Invoices, Etc.) that arise from Contracts, Purchase Orders, or Pre-Approval for products or services of any kind with the Department of Health and Human Services, should preferably be emailed to APinvoices.HHS@hartford.gov or physically sent to:

THE CITY OF HARTFORD
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCE UNIT, ACCOUNTS PAYABLE
131 COVENTRY STREET, 1st FLOOR, SUITE 1013
HARTFORD, CT 06112-1548

Parkville Senior Center, Inc.

CITY OF HARTFORD: Contract for FY22-Parkville Sr. Center



- **Client Profile:** Parkville Senior Center, Inc. serves the elderly (60+) population of Hartford by operating the Parkville Senior Center. It provides them with access to nutritious food, opportunities for physical activity and social connection, and health services.
- **Scope and Cost of Contract:** Parkville Senior Center, Inc. shall continue to operate Parkville Senior Center for Hartford's elderly community, five days a week, 7 hours a day, Monday through Friday. The contract for FY2022 is \$107,380 for services from July 1, 2021 through June 30, 2022.
- **Demographics:** Residents over the age of 60 years old, primarily Latino, Caucasian, and African American

CITY OF HARTFORD: CCAOH Contract Renewal for FY22



- **History:** Parkville Senior Center, Inc. through a memorandum of understanding, was awarded a one-year grant with an option for renewal for up to three additional years.
 - The City of Hartford/HHS has historically worked with Parkville Senior Center, Inc. for the operation of the Parkville Senior Center. Parkville Senior Center operates out of its own space in partnership with Parkville Community School and the Hartford Public Library Parkville branch. The City has historically made a contribution to the operation of the Parkville Senior Center.
 - City Counsel granted a 1 time increase in the operating budget for FY22
- **Program Goals** for the upcoming fiscal year will be as follows:
 - Increase the social connectivity of the City's seniors
 - Increase the proportion of seniors that access the center
 - Provide access to needed services

CITY OF HARTFORD: CCAOH FY22 Metrics



OUTCOME 1: Increase the social connectivity of the City's seniors

- Biannual survey with seniors to determine satisfaction with the Center's Services

OUTCOME 2: Increase the proportion of seniors that access the center

- Number of paid memberships

OUTCOME 3: Provide access to needed services

- Biannual survey with seniors to determine services needed compared to services provided



CITY OF HARTFORD

ROUTING TABLE #1

Updated 2/22/21

PROFESSIONAL SERVICES (AGREEMENT) **(AMENDMENT)**
CONSTRUCTION SERVICES (AGREEMENT) **(AMENDMENT)**
MISCELLANEOUS GOODS & SERVICES (INSTALL) **(NO INSTALL)**
LESS THAN 25K AGREEMENT

Date:	June 1, 2021	
Initiating Department:	Health and Human Services (HHS)	
Contact Person & Telephone #:	Andre Scott (860) 757-4724	
Project Title:	Parkville Senior Center	
Project #:	HHS 2021- 66	Extension #
Term of Contract (start & end date):	July 1, 2021 – June 30, 2022	
Total Cost of Project:	\$107,380	
General Fund \$ / MUNIS Account Coding:	\$107,380	520017-534098
Grant Fund \$ / MUNIS Account Coding:	\$	
Vendor Name / Vendor #:	Parkville Senior Center, Inc (#161)	
Council Resolution Date:		

	TITLE	SIGNATURE	DATE
1. Initiating Department	Department Head		
2. Procurement Services Unit <i>(Communications & Revisions)</i>	Procurement Specialist		
3. Procurement Services Unit	Procurement Manager		
4. Management & Budget	Director of M&B		
MARB Approval Required <input type="checkbox"/> Initials: _____	MARB Approval Rec'd Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Corporation Counsel <i>(Form & Legality)</i>	Corporation Counsel		
6. Mayor's Office	Chief Operating Officer		

Executed Contracts are released to Procurement for distribution. Initials / Date: _____

CONTRACT FOR PROFESSIONAL SERVICES

by and between

CITY OF HARTFORD
and
PARKVILLE SENIOR CENTER (PSC)

for

Operation of Parkville Senior Center

This Agreement is by and between the **City of Hartford**, a Connecticut Municipal Corporation having its territorial limits within the County of Hartford and State of Connecticut, acting herein by **Luke A. Bronin, its Mayor**, duly authorized hereinafter referred to as the **City**, and **Parkville Senior Center, Inc** whose address is **11 New Park Avenue, Hartford, CT 06106** acting herein by **David Morin, its Board of Directors President**, duly authorized, hereinafter referred to as the **Provider**.

1. SCOPE OF SERVICES

The City hereby engages Provider to provide specific deliverables to the Operation of Parkville Senior Center on an as-needed basis as set forth in the scope of services referenced as **Exhibit A** attached hereto (“**Services**”), subject to the terms and conditions in this Agreement.

2. TERM

The term of this Agreement shall be July 1, 2021 through and including June 30, 2022. The City has the option to extend this contract for (3) additional (1) year terms in the City's sole and absolute discretion.

3. COMPENSATION

For Services rendered by Provider as detailed in Exhibit A of this Agreement, Provider shall be paid according to the rates set forth in **Exhibit B** (“**Compensation**”).

The City’s obligation to make any payments for any Services rendered hereunder is expressly contingent upon the Provider having satisfactorily performed the same and provided the deliverable for which Provider seeks payment. In the event that the City reasonably determines that the Provider's work is not satisfactory, or if the City reasonably believes the Provider otherwise has breached any of its obligations under this Agreement, the City may take corrective action, including, but not limited to, the following:

- (i) Delay of payment;

- (ii) Adjustment of payment commensurate with performance; and/or
- (iii) Suspension or termination of this Agreement.

Payment will be made by the City for any Services provided hereunder within thirty (30) days of its receipt of the Provider's invoice therefore in accordance with this Section. The agency's Fiscal Officer and Executive Director must sign the Request for Reimbursement form. Payment cannot be made from photocopies or faxes.

4. MANAGEMENT

The Director of Health and Human Services or his/her designee will manage this Agreement for the City. The City will manage the Services detailed in Exhibit A (herein collectively referred to as the “Project” or the “Program”) and shall work closely with the Provider in all aspects of the Services agreed to. Each shall follow reasonable suggestions of the other to improve outcomes.

5. RELATIONSHIP BETWEEN THE PARTIES

It is mutually agreed that the Provider, including its employee(s), is an independent contractor and not an officer, employee or agent of the City, and that this Agreement is a contract for services and not a contract of employment, and that, as such, the Provider and its employee(s) shall not be entitled to any employment benefits of the City such as, but not limited to: vacation, sick leave, insurance, workers’ compensation, pension and retirement benefits. All personnel matters affecting Provider’s staff will be the responsibility of the Provider.

The Provider agrees that, except as otherwise provided herein, all non-expendable property purchased under this Agreement is understood to be and remain the property of the City and shall be tagged and tracked as property of the City. At the end of this Agreement or any renewal or extension thereof, such property shall be returned to the City or otherwise disposed of. As used herein the term “non-expendable” property shall mean any and all personality or fixtures which will not be consumed or lose its identity, and which is expected to have a useful life of one (1) year or more.

6. HOLD HARMLESS AGREEMENT

The Provider, its agents and assigns shall indemnify and hold harmless the City, including but not limited to, its elected officials, officers, and agents, ("collectively, “the City Indemnitees”) from any and all claims made against the City Indemnitees, including but not limited to, damages, awards, costs and reasonable attorneys’ fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by or on behalf of the Provider here under or under any other agreements of the Provider

entered into by reason thereof. The City agrees to give the Provider prompt notice of any such claim and absent a conflict of interest, an opportunity to control of the defense thereof. The foregoing indemnity shall survive the termination or expiration of this Agreement.

7. **INSURANCE**

The Provider shall furnish the following insurance coverage, if applicable, prior to commencing any Services hereunder. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-, VIII or better. Insurance coverage shall remain in full force for the duration of the Agreement term including any and all extensions or renewals thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- 7.1 **Commercial General Liability Insurance, including Contractual Liability Insurance, Products-Completed Operations,** with limits not less than \$2,000,000.00 Combined Single Limit Bodily Injury and Property Damage. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- 7.2 **Workers' Compensation Insurance** in accordance with Connecticut General Statutes.
- 7.3 **Employer's Liability:**
\$1,000,000 bodily injury for each accident;
\$1,000,000 bodily injury by disease for each employee;
\$1,000,000 bodily injury by disease aggregate
- 7.4 **Automobile Liability Insurance:**
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
- 7.5 **Inland Marine:** covering the City of Hartford Department of Health and Human Services from all causes of loss during transportation (motor truck cargo or trip transit) up to and including storage (basic causes of loss form). n/a
- 7.6 **Fidelity Bond:** Shall be maintained in an amount no less than the total amount of the contract for the duration of the contract including any renewal or extension thereof. n/a
- 7.7 **The City of Hartford:** Shall be named Loss payee under the Inland Marine Policy(ies) noted in 7.5 above. n/a
- 7.8 **Professional Liability:** issued on a claims made basis with a \$1,000,000 Single Limit for the Term and for two years thereafter.

- 7.9 **The City of Hartford is included as an Additional Insured, AIIMA.**
Under the Commercial General Liability Automobile Liability and Employer's Liability Insurance Policies.

THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE.

The City of Hartford is included as an additional insured, AIIMA

- 7.10 Each insurance coverage named above shall provide not less than a thirty (30) day notice of cancellation to the City. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the City's Risk Manager.
- 7.11 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Provider by virtue of its promise to hold City harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraph 7.1 herein, the Provider shall be liable to, or for the benefit of, the City for the excess.
- 7.12 Insurance requirements and coverage may be reviewed from time to time during the Term and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 7.13 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default of the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of Provider, at the Provider's expense, at City's option.
- 7.14 Provider shall be responsible for all deductibles including payment and indemnity to the City.

8. SAFEGUARDING OF FUNDS

In the event that the City provides the Provider with a cash advance or makes a lump sum payment, the Provider shall deposit all project funds in a Hartford financial institution with adequate FDIC or FSLIC coverage, and the balance exceeding the FDIC coverage shall be secure. Such security shall be satisfactory to the City. Consistent with the goal of expanding opportunities for minority business enterprise, the Provider is encouraged to use minority banks where possible.

9. PUBLIC RELATIONS

All publicity efforts, including without limitation posters, invitations to events, publications, brochures and news releases, shall contain the following statement, as applicable:

This Program is funded by the City of Hartford; *or*

This Program is funded in part by the City of Hartford.

10. CONFLICT OF INTEREST

The City and the Provider hereby agree that no member of the governing body of the City, or its designees or agents, and no other City official, either paid or unpaid, or employee, who exercises any function or responsibility with respect to this Program during the individual's tenure or thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the Program assisted under this Agreement. The Provider shall cause to be incorporated in all subcontracts a provision prohibiting such interest pursuant to the provisions of this section.

11. EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

- 11.1.1 If default shall be made by the Provider, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Provider set forth in this Agreement; or
- 11.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Provider's performance of this Agreement; or
- 11.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Provider bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Provider under the federal bankruptcy laws, or any other similar applicable federal or state law; or

11.1.4 If any competent authority shall have determined that the Provider is in default of any federal, state or local tax obligation.

11.1.5 Pursuant to a Resolution passed by the Court of Common Council on September 13, 1982, default on the part of any outstanding debt owed to the City by the Provider shall be considered just cause for termination of this Agreement. Default shall be considered to have occurred when a monthly payment required by a repayment agreement is thirty (30) or more days late.

11.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the City may elect to pursue any one or more of the following remedies, in any combination or sequence:

11.2.1 Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;

11.2.2 Suspend Program operation;

11.2.3 Require the Provider to correct or cure such default to the satisfaction of the City; and

11.2.4 Terminate this Agreement for cause in accordance with Section 12 hereof.

The selection of any remedy shall not prevent or stop the City from pursuing any other remedy and shall not constitute a waiver by the City of any other right or remedy.

12. TERMINATION OF AGREEMENT

12.1 Termination

"Termination," for purposes of this Agreement, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Provider's obligation to perform the Services described in Exhibit A, and the City's obligation, as described in Section 3, Compensation of this Agreement to pay for such Services.

12.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, the City may terminate this Agreement by giving five (5) days' written notice thereof to the Provider.

12.3 Termination for Program Change

In the event the Program shall be terminated or significantly changed, the City may terminate this Agreement on thirty (30) days' written notice thereof to the Provider.

12.4 Termination for Non-availability of Funds

In the event the City shall not have funds available for this Program, the City may terminate this Agreement on thirty (30) days' written notice thereof to the Provider.

12.5 Termination for Convenience

The City may terminate this Agreement at any time by giving thirty days (30) prior written notice thereof to the Provider.

12.6 Payment upon Termination

In the event this Agreement is terminated as herein provided in 12.3 through 12.5 above, the City shall make full payment to the Provider for all services performed up to and including the date of termination within ten (10) days of such date of termination.

13. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Provider's duly authorized representative shall be **David Morin, or his successor**, and the City's duly authorized representative shall be **Luke A. Bronin, its Mayor**.

The City and the Provider may require changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between the City and the Provider shall be incorporated in written amendments to this Agreement.

14. DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS

In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the City.

15. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The Provider agrees to establish and maintain fiscal control and accounting procedures, which assure proper accounting for all funds paid by the City to the Provider under this Agreement. The Provider agrees that all records with respect to all matters covered by this Agreement shall be maintained during the term of this Agreement, and for one full year following termination, including any renewal or extension.

16. AUDITS

At any time during normal business hours, with reasonable notice (not less than seven business days) and as often as may be deemed necessary by the City, the Provider shall make available to the City, for examination, all records with respect to all matters covered by this Agreement.

17. REPORTS AND INFORMATION

The Provider shall furnish the City with such information and reports concerning the progress and management of this project as may be required from time to time. The form of said reports shall be determined by the City and agreeable to the Provider and consistent with the City's requirements.

Monthly reports must be submitted in duplicate by the **fifteenth working day** of the month following the report period and **must include**: copies of payroll registers, canceled checks and other back-up documentation deemed necessary to support reimbursement of expenditures. Any subcontract program agreements must be submitted which detail agencies or individuals providing services under this contract, prior to execution.

The Provider will agree to comply with any reporting, auditing, documentation, invoicing or additional requirements imposed by the City or by the Director of Management & Budget.

The Provider agrees to set up a separate account to administer the funds provided pursuant to this agreement and to provide the City with a detailed description of all fund expenditures on a monthly basis. This expenditure report must include payroll rosters to substantiate personnel expenses and program participant numbers. The City may audit at will all Provider accounts related to this agreement and/or any of its amendments.

The Provider agrees to report any staff reductions, replacements and terminations to the City in writing within ten (10) days of the occurrence.

18. NON-ASSIGNABILITY

The Provider shall not assign or transfer any interest in this Agreement without prior written consent of the City.

19. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

20. CUMULATIVE REMEDIES

All rights exercisable by and remedies of the City hereunder shall be cumulative and the exercise or beginning of the exercise by the City of any of its rights or remedies hereunder shall not preclude the City from exercising any other right or remedy granted hereunder or permitted by law.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and relevant ordinances and regulations of the State of Connecticut and the City of Hartford.

22. SUBCONTRACTORS

Portions of the Services may be subcontracted, provided that:

- 22.1 The City shall give prior approval to such subcontract in writing.
- 22.2 All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontracts(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof.
- 22.3 The City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

23. GENDER/NUMBER/TITLE

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

24. NOTICES

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this agreement, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, at the following addresses:

As to the City:

As to the Provider:

**Luke A Bronin, Its Mayor
City of Hartford
550 Main Street
Hartford, CT 06103**

**David Morin, Its Board of Directors President
Parkville Senior Center (PSC)
11 New Park Avenue
Hartford, CT 06106**

**Liany Arroyo, Director
Department of Health & Human Services
131 Coventry Street
Hartford, CT 06112**

Neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

25. SUCCESSORS

This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors and assigns.

26. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

The Provider agrees to abide by the provisions of Section 2-692 *et seq.* of the City of Hartford Municipal Code (as applicable), Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063. In carrying out this Program, the Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The Provider shall take affirmative action to ensure that applicants with job related qualifications are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause.

The Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The Provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. The Provider agrees to abide by the terms and conditions contained in the City of Hartford's *Equal Employment Opportunity Questionnaire for Vendors and Contractors*.

27. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

The Provider agrees to abide by the provisions of the Americans with Disabilities Act (ADA) of 1990; Public Law 101-336, as applicable. (the "Act")

In compliance with this law, the Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the Provider, or be subjected to discrimination by the Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. The Provider shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The Provider shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

28. TAXPAYER IDENTIFICATION NUMBER

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by the Provider, is hereby made a part of this Agreement and is incorporated herein by reference. It is understood and agreed that the City shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the Provider under this Agreement. It is further

understood and agreed that the City shall not be liable for inaccurate information contained on said IRS Form W-9.

29. NON-WAIVER

Any failure by the City or the Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

30. DELINQUENCY IN OBLIGATIONS

The Provider hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to the City shall be and remain current.

31. CONDITIONS

The Provider hereby agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and City of Hartford, including, but not limited to the following:

- (1) Civil Rights Act of 1964, as amended
- (2) Civil Rights Act of 1991, as amended
- (3) Federal Labor Standards (29 CFR Parts 3, 5, and 5a)
- (4) Architectural Barriers Act of 1969 (42 USC 4151)
- (5) Section 504 of the Rehabilitation Act of 1973
- (6) Hatch Act (Title 5 USC Chapter 15)
- (7) Living Wage Ordinance of the City of Hartford (Section 2-761 et seq of the Municipal Code of the City of Hartford)

32. ENTIRE AGREEMENT

This Agreement and its Exhibits attached hereto, contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter, hereof.

IN WITNESS THEREOF, the CITY OF HARTFORD and the PROVIDER have executed this Contract as of this _____ day of _____, 2021.

PROVIDER

By: _____ / /
David Morin Date
Its Board of Directors President

CITY OF HARTFORD

By: _____ / /
Luke A. Bronin Date
Its Mayor

CITY OF HARTFORD

By: _____ / /
Liany E. Arroyo Date
Its Director of Health and Human Services

APPROVALS:

As to Form and Legality:

By: _____ / /
Howard G. Rifkin Date
Its Corporation Counsel

EXHIBIT A – Detailed Scope of Services

1. SCOPE OF SERVICES

The City of Hartford, having a population of 123,000 covering an area of seventeen square miles and a senior population of 11,457 The Parkville Senior Center is a multi- purpose center where adults can join together in diverse cultural activities and services. Its current membership is a diverse reflection of the City of Hartford. The center provides a resource of information, programming, activities and trips fox maintaining independence and a healthy lifestyle, A comprehensive variety of educational, recreational and social services for members aged 55 and older.

Responsibilities:

1. Follow the policies and guidelines for the administration of the program provided by the City through designated staff members.
2. Reimburse the Contractor for all program approved by the City and the Provider using funds from the City as applicable.
3. Provide administrative and financial review of the program ensuring that the interests of the City, is maintained and preserved during the term of this agreement.
4. Provide monthly programmatic & expenses reports.
5. Provide customer services, including but not limited to assisting members with applications and renewals, answer users' questions, maintain communication with users, disseminate programs updates and other related duties.

Service(s):

1. Health Screenings - blood pressure; cholesterol; diabetes; Alzheimer; medication management; depression; and addiction.
2. Recreation - games, arts & crafts, sewing, quilting, bowling, aerobics, Pilates, tai chi, computer classes, intergenerational activities, outings and trips.
3. Information senior & benefit entitlements, eligibility, health awareness presentations, consumer & credit counseling.
4. Outreach access for the homebound and frail elderly; male participation and reaching diverse senior groups.
5. Nutrition - healthy cooking tips and classes; daily lunch will be provided to all members planned by a nutritionist and based upon the needs of a senior population.
6. Benefits Counseling - age appropriate benefits and programs

along with individual assessment and education of eligibility requirements

2. DATA MANAGEMENT AND REPORTING REQUIREMENTS

- 2.1. Provider will adhere to and comply with the City of Hartford's data use agreement. Provider will collect and handle all data with confidentiality. Any data collected will be reported in the aggregate, and no individual data is to be shared.

3. PERSONNEL

- 3.1. Provider will recruit and hire culturally and linguistically sensitive staff. Provider will screen and train all paid Staff and volunteers to insure they comply with agency and state regulations regarding confidentiality and security.

4. TARGET POPULATION

- 4.1. Services to compromised groups and individuals is recommended. Priority should be given to those residing in the City of Hartford.
- 4.2. In addition, Provider must address service gaps for all special populations (Lesbian, Gay, Bisexual, Trans, Questioning (LGBTQ), Black and Hispanic individuals, and individuals presumed homeless).

EXHIBIT B – Compensation

1. COMPENSATION

- 1.1. Total compensation under this Firm-Fixed Fee for Service Agreement shall not exceed **One Hundred and Seven Thousand, Three Hundred- Eighty Dollars (\$107,380)** in accordance with the Budget, which could be partially or 100% Grant funded. The City of Hartford is not obligated to fund partially or 100% Grant funded programs upon termination of present program funding.
- 1.2. The Provider must not commingle the City of Hartford General and Grant Fund(s) with other General or Grant Fund(s) and may not reallocate them to other line items in other programs, nor within the same program or grant without an authorized Budget Revision. The Budget Revision request timeline is at least thirty (30) days to the end of the period. Budget Line Items may be adjusted within a Budget Variance of 10%.
- 1.3. Compensation will be payable within thirty (30) days of Provider's submission of each monthly invoice that reflects those deliverables completed during the prior month. Expenditure reports are submitted to the City's Health and Human Services Department not later than ten (10) business days following the close of the month.
- 1.4. Invoices shall be accompanied by the following to initiate proper payment. A cover letter on company letterhead requesting payment. The cover letter should include but not be limited to:
 - a. A reference number;
 - b. The date;
 - c. The amount requested;
 - d. The deliverable for which payment is requested;
 - e. A brief summary of service (s) provided; and
 - f. Signature
- 1.5. Documentation of expenses is required by the Managing Authority. Backup documentation should include but not be limited to:
 - a. Summary of expenses (usually a spreadsheet with line item details);
 - b. Payroll and fringe benefits backup documentation;
 - c. Receipts and all other proofs of payments;
 - d. A copy of the general ledger showing both current month & contract-to-date activities related to scope;
 - e. For charges allocated across multiple grants and/or funding sources, provide documentation on how these indirect charges are allocated each month; and

- f. Details showing type & amount of expenditures (e.g.: management salaries, fringe, allocated office expenses, etc.) and the basis for allocating to the grant.
- 1.6. Provider agrees to serve as the Fiduciary Agent for this agreement. As such, the Provider agrees to establish and maintain accounting and record keeping procedures and issue such reports as may be required by the City.
- 1.7. Should your agency, at any time during the contract period, be audited by any branch of the federal or state government and be made to reimburse said branch, your agency will be solely responsible for covering the reimbursed amount, under no circumstances can project funds be used for reimbursement.

Please submit documents directly to The City of Hartford, Department of Health and Human Services, Finance Division. All documents regarding payments (i.e., Invoices, Etc.) that arise from Contracts, Purchase Orders, or Pre-Approval for products or services of any kind with the Department of Health and Human Services, should preferably be emailed to APinvoices.HHS@hartford.gov or physically sent to:

THE CITY OF HARTFORD
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCE UNIT, ACCOUNTS PAYABLE
131 COVENTRY STREET, 1st FLOOR, SUITE 1013
HARTFORD, CT 06112-1548



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CARTER/PIER INSURANCE LLC 139 SOUTH MAIN, PO BOX 126 COLCHESTER, CT 06415-0126	CONTACT NAME: JAMES CARTER	FAX (A/C, No): 860-537-2258	
	PHONE (A/C, No, Ext): 860-537-8811	E-MAIL ADDRESS: jacarter@snet.net	
INSURED PARKVILLE SENIOR CENTER 11 NEW PARK AVE. HARTFORD, CT 06106	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: PHILADELPHIA INDEMNITY INS CO		18058
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	PHPK-2109602	5/11/2020	5/11/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							SEXUAL ABUSE	\$ 25,000.50000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> AUTOS ONLY			PHPK-2109602	5/11/2020	5/11/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	INLAND MARINE (IM), \$500 DED PROFESSIONAL LIAB.			PHPK-2109602	5/11/2020	5/11/2021	IM COMPUTER	45,000
							PROF per OCCUR	1,000,000
							PROF LIAB AGGR	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSURED IS A NON-PROFIT ORGANIZATION. CERTIFICATE HOLDER INCLUDES FOLLOWING COVERAGES:

1. ADDITIONAL INSURED, UNDER GENERAL LIABILITY, WITH RESPECT TO FUNDING FROM THE CITY OF HARTFORD, CT
2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) IS PROVIDED WITHIN POLICY FORM "GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES"

CERTIFICATE HOLDER

CITY OF HARTFORD
DEPT OF HEALTH & HUMAN SERVICES
131 COVENTRY ST.
HARTFORD, CT 06112-1548

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James A. Carter

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Blue Hills Civic Association
North End Senior and Wellness Center

CITY OF HARTFORD: BHCA Contract Renewal for FY22



- **Client Profile:** Blue Hills Civic Association (BHCA) serves the elderly (60+) population of Hartford by operating the City's North End Senior and Wellness Center. It provides them with access to nutritious food, opportunities for physical activity and social connection, and health services.
- **Scope and Cost of Contract:** BHCA shall continue to operate the North End Senior and Wellness Center to Hartford's elderly community, five days a week, 6 hours a day, Monday through Friday. The renewal contract for FY2022 is \$262,525 for services from July 1, 2021 through June 30, 2022.
- **Demographics:** Residents over the age of 60 years old, primarily African American.

CITY OF HARTFORD: BHCA Contract Renewal for FY22



- **RFP History:** Blue Hills Civic Association was awarded a one-year grant with an option for renewal for up to three additional years after undergoing a competitive Request for Proposals (RFP) process.
 - The City of Hartford/HHS released a competitive Request for Proposals (RFP) for the operation of the North End Senior and Wellness Center. There was only one application received.
 - Though it was the only application received, it was judged by a panel of City of Hartford employees to meet the requirements set out by the RFP.
- **Program Goals** for the upcoming fiscal year will be as follows:
 - Increase the social connectivity of the City's seniors
 - Increase the proportion of seniors that access the center
 - Provide access to needed services

CITY OF HARTFORD: BHCA FY22 Metrics



OUTCOME 1: Increase the social connectivity of the City's seniors

- Biannual survey with seniors to determine satisfaction with the Center's Services

OUTCOME 2: Increase the proportion of seniors that access the center

- Number of paid memberships

OUTCOME 3: Provide access to needed services

- Biannual survey with seniors to determine services needed compared to services provided



CITY OF HARTFORD

ROUTING TABLE #1

Updated 2/22/21

PROFESSIONAL SERVICES (AGREEMENT) **(AMENDMENT)**
CONSTRUCTION SERVICES (AGREEMENT) **(AMENDMENT)**
MISCELLANEOUS GOODS & SERVICES (INSTALL) **(NO INSTALL)**
LESS THAN 25K AGREEMENT

Date:	June 1, 2021	
Initiating Department:	Health and Human Services (HHS)	
Contact Person & Telephone #:	Andre Scott (860) 757-4724	
Project Title:	Operation of the North End Senior Center	
Project #:	HHS 2021- 64	Extension #
Term of Contract (start & end date):	July 1, 2021 – June 30, 2022	
Total Cost of Project:	\$262,525	
General Fund \$ / MUNIS Account Coding:	\$262,525	520017-534098
Grant Fund \$ / MUNIS Account Coding:	\$	
Vendor Name / Vendor #:	Blue Hills Civic Association (#151)	
Council Resolution Date:		

	TITLE	SIGNATURE	DATE
1. Initiating Department	Department Head		
2. Procurement Services Unit <i>(Communications & Revisions)</i>	Procurement Specialist		
3. Procurement Services Unit	Procurement Manager		
4. Management & Budget	Director of M&B		
MARB Approval Required <input type="checkbox"/> Initials: _____	MARB Approval Rec'd Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Corporation Counsel <i>(Form & Legality)</i>	Corporation Counsel		
6. Mayor's Office	Chief Operating Officer		

Executed Contracts are released to Procurement for distribution. Initials / Date: _____

CONTRACT FOR PROFESSIONAL SERVICES

by and between

CITY OF HARTFORD
and
BLUE HILLS CIVIC ASSOCIATION

for

The Operation of the North End Senior Center

This Agreement is by and between the **City of Hartford**, a Connecticut Municipal Corporation having its territorial limits within the County of Hartford and State of Connecticut, acting herein by **Luke A. Bronin, its Mayor**, duly authorized hereinafter referred to as the **City**, and **Blue Hills Civic Association** whose address is **1229 Albany Avenue, Hartford, CT 06112** acting herein by **Vicki Gallon-Clark, its Executive Director**, duly authorized, hereinafter referred to as the **Provider**.

1. SCOPE OF SERVICES

The City hereby engages Provider to provide specific deliverables to the Operation of the North End Senior Center on an as-needed basis as set forth in the scope of services referenced as **Exhibit A** attached hereto (“**Services**”), subject to the terms and conditions in this Agreement.

2. TERM

The term of this Agreement shall be July 1, 2021 through and including June 31, 2022. The City has the option to extend this contract for (2) additional (1) year terms in the City's sole and absolute discretion.

3. COMPENSATION

For Services rendered by Provider as detailed in Exhibit A of this Agreement, Provider shall be paid according to the rates set forth in **Exhibit B** (“**Compensation**”).

The City’s obligation to make any payments for any Services rendered hereunder is expressly contingent upon the Provider having satisfactorily performed the same and provided the deliverable for which Provider seeks payment. In the event that the City reasonably determines that the Provider's work is not satisfactory, or if the City reasonably believes the Provider otherwise has breached any of its obligations under this Agreement, the City may take corrective action, including, but not limited to, the following:

- (i) Delay of payment;

- (ii) Adjustment of payment commensurate with performance; and/or
- (iii) Suspension or termination of this Agreement.

Payment will be made by the City for any Services provided hereunder within thirty (30) days of its receipt of the Provider's invoice therefore in accordance with this Section. The agency's Fiscal Officer and Executive Director must sign the Request for Reimbursement form. Payment cannot be made from photocopies or faxes.

4. MANAGEMENT

The Director of Health and Human Services or his/her designee will manage this Agreement for the City. The City will manage the Services detailed in Exhibit A (herein collectively referred to as the “Project” or the “Program”) and shall work closely with the Provider in all aspects of the Services agreed to. Each shall follow reasonable suggestions of the other to improve outcomes.

5. RELATIONSHIP BETWEEN THE PARTIES

It is mutually agreed that the Provider, including its employee(s), is an independent contractor and not an officer, employee or agent of the City, and that this Agreement is a contract for services and not a contract of employment, and that, as such, the Provider and its employee(s) shall not be entitled to any employment benefits of the City such as, but not limited to: vacation, sick leave, insurance, workers’ compensation, pension and retirement benefits. All personnel matters affecting Provider’s staff will be the responsibility of the Provider.

The Provider agrees that, except as otherwise provided herein, all non-expendable property purchased under this Agreement is understood to be and remain the property of the City and shall be tagged and tracked as property of the City. At the end of this Agreement or any renewal or extension thereof, such property shall be returned to the City or otherwise disposed of. As used herein the term “non-expendable” property shall mean any and all personality or fixtures which will not be consumed or lose its identity, and which is expected to have a useful life of one (1) year or more.

6. HOLD HARMLESS AGREEMENT

The Provider, its agents and assigns shall indemnify and hold harmless the City, including but not limited to, its elected officials, officers, and agents, ("collectively, “the City Indemnitees”) from any and all claims made against the City Indemnitees, including but not limited to, damages, awards, costs and reasonable attorneys’ fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by or on behalf of the Provider here under or under any other agreements of the Provider

entered into by reason thereof. The City agrees to give the Provider prompt notice of any such claim and absent a conflict of interest, an opportunity to control of the defense thereof. The foregoing indemnity shall survive the termination or expiration of this Agreement.

7. **INSURANCE**

The Provider shall furnish the following insurance coverage, if applicable, prior to commencing any Services hereunder. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-, VIII or better. Insurance coverage shall remain in full force for the duration of the Agreement term including any and all extensions or renewals thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- 7.1 **Commercial General Liability Insurance, including Contractual Liability Insurance, Products-Completed Operations,** with limits not less than \$2,000,000.00 Combined Single Limit Bodily Injury and Property Damage. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- 7.2 **Workers' Compensation Insurance** in accordance with Connecticut General Statutes.
- 7.3 **Employer's Liability:**
\$1,000,000 bodily injury for each accident;
\$1,000,000 bodily injury by disease for each employee;
\$1,000,000 bodily injury by disease aggregate
- 7.4 **Automobile Liability Insurance:**
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
- 7.5 **Inland Marine:** covering the City of Hartford Department of Health and Human Services from all causes of loss during transportation (motor truck cargo or trip transit) up to and including storage (basic causes of loss form). n/a
- 7.6 **Fidelity Bond:** Shall be maintained in an amount no less than the total amount of the contract for the duration of the contract including any renewal or extension thereof. n/a
- 7.7 **The City of Hartford:** Shall be named Loss payee under the Inland Marine Policy(ies) noted in 7.5 above. n/a
- 7.8 **Professional Liability:** issued on a claims made basis with a \$1,000,000 Single Limit for the Term and for two years thereafter.

- 7.9 **The City of Hartford is included as an Additional Insured, AIIIMA.**
Under the Commercial General Liability Automobile Liability and Employer's Liability Insurance Policies.

THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE.

The City of Hartford is included as an additional insured, AIIIMA

- 7.10 Each insurance coverage named above shall provide not less than a thirty (30) day notice of cancellation to the City. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the City's Risk Manager.
- 7.11 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Provider by virtue of its promise to hold City harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraph 7.1 herein, the Provider shall be liable to, or for the benefit of, the City for the excess.
- 7.12 Insurance requirements and coverage may be reviewed from time to time during the Term and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 7.13 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default of the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of Provider, at the Provider's expense, at City's option.
- 7.14 Provider shall be responsible for all deductibles including payment and indemnity to the City.

8. SAFEGUARDING OF FUNDS

In the event that the City provides the Provider with a cash advance or makes a lump sum payment, the Provider shall deposit all project funds in a Hartford financial institution with adequate FDIC or FSLIC coverage, and the balance exceeding the FDIC coverage shall be secure. Such security shall be satisfactory to the City. Consistent with the goal of expanding opportunities for minority business enterprise, the Provider is encouraged to use minority banks where possible.

9. PUBLIC RELATIONS

All publicity efforts, including without limitation posters, invitations to events, publications, brochures and news releases, shall contain the following statement, as applicable:

This Program is funded by the City of Hartford; *or*

This Program is funded in part by the City of Hartford.

10. CONFLICT OF INTEREST

The City and the Provider hereby agree that no member of the governing body of the City, or its designees or agents, and no other City official, either paid or unpaid, or employee, who exercises any function or responsibility with respect to this Program during the individual's tenure or thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the Program assisted under this Agreement. The Provider shall cause to be incorporated in all subcontracts a provision prohibiting such interest pursuant to the provisions of this section.

11. EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

- 11.1.1 If default shall be made by the Provider, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Provider set forth in this Agreement; or
- 11.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Provider's performance of this Agreement; or
- 11.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Provider bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Provider under the federal bankruptcy laws, or any other similar applicable federal or state law; or

11.1.4 If any competent authority shall have determined that the Provider is in default of any federal, state or local tax obligation.

11.1.5 Pursuant to a Resolution passed by the Court of Common Council on September 13, 1982, default on the part of any outstanding debt owed to the City by the Provider shall be considered just cause for termination of this Agreement. Default shall be considered to have occurred when a monthly payment required by a repayment agreement is thirty (30) or more days late.

11.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the City may elect to pursue any one or more of the following remedies, in any combination or sequence:

11.2.1 Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;

11.2.2 Suspend Program operation;

11.2.3 Require the Provider to correct or cure such default to the satisfaction of the City; and

11.2.4 Terminate this Agreement for cause in accordance with Section 12 hereof.

The selection of any remedy shall not prevent or stop the City from pursuing any other remedy and shall not constitute a waiver by the City of any other right or remedy.

12. TERMINATION OF AGREEMENT

12.1 Termination

"Termination," for purposes of this Agreement, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Provider's obligation to perform the Services described in Exhibit A, and the City's obligation, as described in Section 3, Compensation of this Agreement to pay for such Services.

12.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, the City may terminate this Agreement by giving five (5) days' written notice thereof to the Provider.

12.3 Termination for Program Change

In the event the Program shall be terminated or significantly changed, the City may terminate this Agreement on thirty (30) days' written notice thereof to the Provider.

12.4 Termination for Non-availability of Funds

In the event the City shall not have funds available for this Program, the City may terminate this Agreement on thirty (30) days' written notice thereof to the Provider.

12.5 Termination for Convenience

The City may terminate this Agreement at any time by giving thirty days (30) prior written notice thereof to the Provider.

12.6 Payment upon Termination

In the event this Agreement is terminated as herein provided in 12.3 through 12.5 above, the City shall make full payment to the Provider for all services performed up to and including the date of termination within ten (10) days of such date of termination.

13. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Provider's duly authorized representative shall be **Vicki Gallon-Clark, or his successor**, and the City's duly authorized representative shall be **Luke A. Bronin, its Mayor**.

The City and the Provider may require changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between the City and the Provider shall be incorporated in written amendments to this Agreement.

14. DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS

In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the City.

15. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The Provider agrees to establish and maintain fiscal control and accounting procedures, which assure proper accounting for all funds paid by the City to the Provider under this Agreement. The Provider agrees that all records with respect to all matters covered by this Agreement shall be maintained during the term of this Agreement, and for one full year following termination, including any renewal or extension.

16. AUDITS

At any time during normal business hours, with reasonable notice (not less than seven business days) and as often as may be deemed necessary by the City, the Provider shall make available to the City, for examination, all records with respect to all matters covered by this Agreement.

17. REPORTS AND INFORMATION

The Provider shall furnish the City with such information and reports concerning the progress and management of this project as may be required from time to time. The form of said reports shall be determined by the City and agreeable to the Provider and consistent with the City's requirements.

Monthly reports must be submitted in duplicate by the **fifteenth working day** of the month following the report period and **must include**: copies of payroll registers, canceled checks and other back-up documentation deemed necessary to support reimbursement of expenditures. Any subcontract program agreements must be submitted which detail agencies or individuals providing services under this contract, prior to execution.

The Provider will agree to comply with any reporting, auditing, documentation, invoicing or additional requirements imposed by the City or by the Director of Management & Budget.

The Provider agrees to set up a separate account to administer the funds provided pursuant to this agreement and to provide the City with a detailed description of all fund expenditures on a monthly basis. This expenditure report must include payroll rosters to substantiate personnel expenses and program participant numbers. The City may audit at will all Provider accounts related to this agreement and/or any of its amendments.

The Provider agrees to report any staff reductions, replacements and terminations to the City in writing within ten (10) days of the occurrence.

18. NON-ASSIGNABILITY

The Provider shall not assign or transfer any interest in this Agreement without prior written consent of the City.

19. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

20. CUMULATIVE REMEDIES

All rights exercisable by and remedies of the City hereunder shall be cumulative and the exercise or beginning of the exercise by the City of any of its rights or remedies hereunder shall not preclude the City from exercising any other right or remedy granted hereunder or permitted by law.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and relevant ordinances and regulations of the State of Connecticut and the City of Hartford.

22. SUBCONTRACTORS

Portions of the Services may be subcontracted, provided that:

- 22.1 The City shall give prior approval to such subcontract in writing.
- 22.2 All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontracts(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof.
- 22.3 The City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

23. GENDER/NUMBER/TITLE

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

24. NOTICES

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this agreement, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, at the following addresses:

As to the City:

**Luke A Bronin, Its Mayor
City of Hartford
550 Main Street
Hartford, CT 06103**

As to the Provider:

**Vicki Gallon-Clark, Its Executive Director
Blue Hills Civic Association
1229 Albany Avenue
Hartford, CT 06112**

**Liany Arroyo, Director
Department of Health & Human Services
131 Coventry Street
Hartford, CT 06112**

Neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

25. SUCCESSORS

This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors and assigns.

26. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

The Provider agrees to abide by the provisions of Section 2-692 *et seq.* of the City of Hartford Municipal Code (as applicable), Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063. In carrying out this Program, the Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The Provider shall take affirmative action to ensure that applicants with job related qualifications are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause.

The Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The Provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. The Provider agrees to abide by the terms and conditions contained in the City of Hartford's *Equal Employment Opportunity Questionnaire for Vendors and Contractors*.

27. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

The Provider agrees to abide by the provisions of the Americans with Disabilities Act (ADA) of 1990; Public Law 101-336, as applicable. (the “Act”)

In compliance with this law, the Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the Provider, or be subjected to discrimination by the Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. The Provider shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The Provider shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

28. TAXPAYER IDENTIFICATION NUMBER

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by the Provider, is hereby made a part of this Agreement and is incorporated herein by reference. It is understood and agreed that the City shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the Provider under this Agreement. It is further

understood and agreed that the City shall not be liable for inaccurate information contained on said IRS Form W-9.

29. NON-WAIVER

Any failure by the City or the Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

30. DELINQUENCY IN OBLIGATIONS

The Provider hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to the City shall be and remain current.

31. CONDITIONS

The Provider hereby agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and City of Hartford, including, but not limited to the following:

- (1) Civil Rights Act of 1964, as amended
- (2) Civil Rights Act of 1991, as amended
- (3) Federal Labor Standards (29 CFR Parts 3, 5, and 5a)
- (4) Architectural Barriers Act of 1969 (42 USC 4151)
- (5) Section 504 of the Rehabilitation Act of 1973
- (6) Hatch Act (Title 5 USC Chapter 15)
- (7) Living Wage Ordinance of the City of Hartford (Section 2-761 et seq of the Municipal Code of the City of Hartford)

32. ENTIRE AGREEMENT

This Agreement and its Exhibits attached hereto, contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter, hereof.

IN WITNESS THEREOF, the CITY OF HARTFORD and the PROVIDER have executed this Contract as of this _____ day of _____, 2021.

PROVIDER

By: _____ / /
Vicki Gallon-Clark Date
Its Executive Director

CITY OF HARTFORD

By: _____ / /
Luke A. Bronin Date
Its Mayor

CITY OF HARTFORD

By: _____ / /
Liany E. Arroyo Date
Its Director of Health and Human Services

APPROVALS:

As to Form and Legality:

By: _____ / /
Howard G. Rifkin Date
Its Corporation Counsel

EXHIBIT A – Detailed Scope of Services

1. SCOPE OF SERVICES

- 1.1. Updated Scope of Work to be provided by vendor at a later date

2. DATA MANAGEMENT AND REPORTING REQUIREMENTS

- 2.1. Provider will adhere to and comply with the City of Hartford's data use agreement. Provider will collect and handle all data with confidentiality. Any data collected will be reported in the aggregate, and no individual data is to be shared.

3. PERSONNEL

- 3.1. Provider will recruit and hire culturally and linguistically sensitive staff. Provider will screen and train all paid Staff and volunteers to insure they comply with agency and state regulations regarding confidentiality and security.

4. TARGET POPULATION

- 4.1. Services to compromised groups and individuals is recommended. Priority should be given to those residing in the City of Hartford.
- 4.2. In addition, Provider must address service gaps for all special populations (Lesbian, Gay, Bisexual, Trans, Questioning (LGBTQ), Black and Hispanic individuals, and individuals presumed homeless).

EXHIBIT B – Compensation

1. COMPENSATION

- 1.1. Total compensation under this Firm-Fixed Fee for Service Agreement shall not exceed **Two Hundred and Sixty-Two Thousand, Five Hundred and Twenty-Five Dollars (\$262,525)** in accordance with the Budget, which could be partially or 100% Grant funded. The City of Hartford is not obligated to fund partially or 100% Grant funded programs upon termination of present program funding.
- 1.2. The Provider must not commingle the City of Hartford General and Grant Fund(s) with other General or Grant Fund(s) and may not reallocate them to other line items in other programs, nor within the same program or grant without an authorized Budget Revision. The Budget Revision request timeline is at least thirty (30) days to the end of the period. Budget Line Items may be adjusted within a Budget Variance of 10%.
- 1.3. Compensation will be payable within thirty (30) days of Provider's submission of each monthly invoice that reflects those deliverables completed during the prior month. Expenditure reports are submitted to the City's Health and Human Services Department not later than ten (10) business days following the close of the month.
- 1.4. Invoices shall be accompanied by the following to initiate proper payment. A cover letter on company letterhead requesting payment. The cover letter should include but not be limited to:
 - a. A reference number;
 - b. The date;
 - c. The amount requested;
 - d. The deliverable for which payment is requested;
 - e. A brief summary of service (s) provided; and
 - f. Signature
- 1.5. Documentation of expenses is required by the Managing Authority. Backup documentation should include but not be limited to:
 - a. Summary of expenses (usually a spreadsheet with line item details);
 - b. Payroll and fringe benefits backup documentation;
 - c. Receipts and all other proofs of payments;
 - d. A copy of the general ledger showing both current month & contract-to-date activities related to scope;
 - e. For charges allocated across multiple grants and/or funding sources, provide documentation on how these indirect charges are allocated each month; and

- f. Details showing type & amount of expenditures (e.g.: management salaries, fringe, allocated office expenses, etc.) and the basis for allocating to the grant.
- 1.6. Provider agrees to serve as the Fiduciary Agent for this agreement. As such, the Provider agrees to establish and maintain accounting and record keeping procedures and issue such reports as may be required by the City.
- 1.7. Should your agency, at any time during the contract period, be audited by any branch of the federal or state government and be made to reimburse said branch, your agency will be solely responsible for covering the reimbursed amount, under no circumstances can project funds be used for reimbursement.

Please submit documents directly to The City of Hartford, Department of Health and Human Services, Finance Division. All documents regarding payments (i.e., Invoices, Etc.) that arise from Contracts, Purchase Orders, or Pre-Approval for products or services of any kind with the Department of Health and Human Services, should preferably be emailed to APinvoices.HHS@hartford.gov or physically sent to:

THE CITY OF HARTFORD
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCE UNIT, ACCOUNTS PAYABLE
131 COVENTRY STREET, 1st FLOOR, SUITE 1013
HARTFORD, CT 06112-1548



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Summit First Insurance, LLC 30 Tower Lane Suite 135 Avon CT 06001	CONTACT NAME: Madeleine Bolton PHONE (A/C, No, Ext): (800) 475-0991 E-MAIL ADDRESS: mbolton@yoursummit.com	FAX (A/C, No): (972) 341-2299
	INSURER(S) AFFORDING COVERAGE	
INSURED Blue Hills Civic Association 410 Homestead Ave Hartford CT 06112	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: Philadelphia Insurance	18058
	INSURER C: Workers Compensation Trust	524210
	INSURER D: Travelers Indemnity Co	25658
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2010802654

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2169320	10/04/2020	10/04/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2169320	10/04/2020	10/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	PHUB734770	10/04/2020	10/04/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0144200	08/30/2020	08/30/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,500,000 E.L. DISEASE - EA EMPLOYEE \$ 2,500,000 E.L. DISEASE - POLICY LIMIT \$ 2,500,000
D	Crime			105708026	10/04/2020	10/04/2021	Fidelity-Employee Theft \$100,000 Claim Expense \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Hartford is included as additional insureds on a primary and non-contributory basis when required by written contract per terms Waiver of subrogation applies as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Hartford; Department of Families Children, Youth, & Recreation 550 Main Street, Room 205 Hartford CT 06103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	SExual Misconduct/Abuse			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000	2,000,000			
				Premium
				\$151.00
	Employee Benefits	EBLIA		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				
				Premium
	Business Auto			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
	Experience Mod Factor 1	EXP01		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$5,388.00
	Assessment Fund	ASMNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$319.00
	Second Injury Fund	2NDIN		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$326.00
	Premium discount	PDIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$578.00
	Surcharges	SURC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$1,867.00
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$1,222.00
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

Catholic Charities

South End Senior and Wellness Center

CITY OF HARTFORD: CCAOH Contract Renewal for FY22



- **Client Profile:** Catholic Charities Archdiocese of Hartford (CCAOH) serves the elderly (60+) population of Hartford by operating the City's South End Senior Wellness Center. It provides them with access to nutritious food, opportunities for physical activity and social connection, and health services.
- **Scope and Cost of Contract:** CCAOH shall continue to operate the South End Senior Wellness Center for Hartford's elderly community, five days a week, 7 hours a day, Monday through Friday. The renewal contract for FY2022 is \$265,612 for services from July 1, 2021 through June 30, 2022.
- **Demographics:** Residents over the age of 60 years old, primarily Latino, Caucasian, and African American.

CITY OF HARTFORD: CCAOH Contract Renewal for FY22



- **RFP History:** Catholic Charities Archdiocese of Hartford was awarded a one-year grant with an option for renewal for three additional years after undergoing a competitive Request for Proposals (RFP) process.
 - The City of Hartford/HHS released a competitive Request for Proposals (RFP) for the operation of the South End Senior Wellness Center. There was only one application received.
 - Though it was the only application received, it was judged by a panel of City of Hartford employees to meet the requirements set out by the RFP.
- **Program Goals** for the upcoming fiscal year will be as follows:
 - Increase the social connectivity of the City's seniors
 - Increase the proportion of seniors that access the center
 - Provide access to needed services

CITY OF HARTFORD: CCAOH FY22 Metrics



OUTCOME 1: Increase the social connectivity of the City's seniors

- Biannual survey with seniors to determine satisfaction with the Center's Services

OUTCOME 2: Increase the proportion of seniors that access the center

- Number of paid memberships

OUTCOME 3: Provide access to needed services

- Biannual survey with seniors to determine services needed compared to services provided



CITY OF HARTFORD

ROUTING TABLE #1

Updated 2/22/21

PROFESSIONAL SERVICES (AGREEMENT) **(AMENDMENT)**
CONSTRUCTION SERVICES (AGREEMENT) **(AMENDMENT)**
MISCELLANEOUS GOODS & SERVICES (INSTALL) **(NO INSTALL)**
LESS THAN 25K AGREEMENT

Date:	June 1, 2021	
Initiating Department:	Health and Human Services (HHS)	
Contact Person & Telephone #:	Andre Scott (860) 757-4724	
Project Title:	Operation of the South End Senior Center	
Project #:	HHS 2021- 65	Extension #
Term of Contract (start & end date):	July 1, 2021 – June 30, 2022	
Total Cost of Project:	\$265,612	
General Fund \$ / MUNIS Account Coding:	\$265,612	520017-534098
Grant Fund \$ / MUNIS Account Coding:	\$	
Vendor Name / Vendor #:	Catholic Charities (#4)	
Council Resolution Date:		

	TITLE	SIGNATURE	DATE
1. Initiating Department	Department Head		
2. Procurement Services Unit <i>(Communications & Revisions)</i>	Procurement Specialist		
3. Procurement Services Unit	Procurement Manager		
4. Management & Budget	Director of M&B		
MARB Approval Required <input type="checkbox"/> Initials: _____	MARB Approval Rec'd Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Corporation Counsel <i>(Form & Legality)</i>	Corporation Counsel		
6. Mayor's Office	Chief Operating Officer		

Executed Contracts are released to Procurement for distribution. Initials / Date: _____

CONTRACT FOR PROFESSIONAL SERVICES

by and between

CITY OF HARTFORD
and
CATHOLIC CHARITIES, INC. ARCHDIOCESE OF HARTFORD

for

Operation of the South End Wellness Senior Center

This Agreement is by and between the **City of Hartford**, a Connecticut Municipal Corporation having its territorial limits within the County of Hartford and State of Connecticut, acting herein by **Luke A. Bronin, its Mayor**, duly authorized hereinafter referred to as the **City**, and **Catholic Charities, Inc. Archdiocese of Hartford** whose address is **839-841 Asylum Avenue Hartford, CT 06105** acting herein by **Marek Kukulka, its CEO**, duly authorized, hereinafter referred to as the **Provider**.

1. SCOPE OF SERVICES

The City hereby engages Provider to provide specific deliverables to the Operation of the South End Wellness Senior Center on an as-needed basis as set forth in the scope of services referenced as **Exhibit A** attached hereto (“**Services**”), subject to the terms and conditions in this Agreement.

2. TERM

The term of this Agreement shall be July 1, 2021 through and including June 30, 2022. The City has the option to extend this contract for (2) additional (1) year terms in the City's sole and absolute discretion.

3. COMPENSATION

For Services rendered by Provider as detailed in Exhibit A of this Agreement, Provider shall be paid according to the rates set forth in **Exhibit B** (“**Compensation**”).

The City’s obligation to make any payments for any Services rendered hereunder is expressly contingent upon the Provider having satisfactorily performed the same and provided the deliverable for which Provider seeks payment. In the event that the City reasonably determines that the Provider's work is not satisfactory, or if the City reasonably believes the Provider otherwise has breached any of its obligations under this Agreement, the City may take corrective action, including, but not limited to, the following:

- (i) Delay of payment;

- (ii) Adjustment of payment commensurate with performance; and/or
- (iii) Suspension or termination of this Agreement.

Payment will be made by the City for any Services provided hereunder within thirty (30) days of its receipt of the Provider's invoice therefore in accordance with this Section. The agency's Fiscal Officer and Executive Director must sign the Request for Reimbursement form. Payment cannot be made from photocopies or faxes.

4. MANAGEMENT

The Director of Health and Human Services or his/her designee will manage this Agreement for the City. The City will manage the Services detailed in Exhibit A (herein collectively referred to as the “Project” or the “Program”) and shall work closely with the Provider in all aspects of the Services agreed to. Each shall follow reasonable suggestions of the other to improve outcomes.

5. RELATIONSHIP BETWEEN THE PARTIES

It is mutually agreed that the Provider, including its employee(s), is an independent contractor and not an officer, employee or agent of the City, and that this Agreement is a contract for services and not a contract of employment, and that, as such, the Provider and its employee(s) shall not be entitled to any employment benefits of the City such as, but not limited to: vacation, sick leave, insurance, workers’ compensation, pension and retirement benefits. All personnel matters affecting Provider’s staff will be the responsibility of the Provider.

The Provider agrees that, except as otherwise provided herein, all non-expendable property purchased under this Agreement is understood to be and remain the property of the City and shall be tagged and tracked as property of the City. At the end of this Agreement or any renewal or extension thereof, such property shall be returned to the City or otherwise disposed of. As used herein the term “non-expendable” property shall mean any and all personality or fixtures which will not be consumed or lose its identity, and which is expected to have a useful life of one (1) year or more.

6. HOLD HARMLESS AGREEMENT

The Provider, its agents and assigns shall indemnify and hold harmless the City, including but not limited to, its elected officials, officers, and agents, ("collectively, “the City Indemnitees”) from any and all claims made against the City Indemnitees, including but not limited to, damages, awards, costs and reasonable attorneys’ fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by or on behalf of the Provider here under or under any other agreements of the Provider

entered into by reason thereof. The City agrees to give the Provider prompt notice of any such claim and absent a conflict of interest, an opportunity to control of the defense thereof. The foregoing indemnity shall survive the termination or expiration of this Agreement.

7. **INSURANCE**

The Provider shall furnish the following insurance coverage, if applicable, prior to commencing any Services hereunder. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-, VIII or better. Insurance coverage shall remain in full force for the duration of the Agreement term including any and all extensions or renewals thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- 7.1 **Commercial General Liability Insurance, including Contractual Liability Insurance, Products-Completed Operations,** with limits not less than \$2,000,000.00 Combined Single Limit Bodily Injury and Property Damage. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- 7.2 **Workers' Compensation Insurance** in accordance with Connecticut General Statutes.
- 7.3 **Employer's Liability:**
\$1,000,000 bodily injury for each accident;
\$1,000,000 bodily injury by disease for each employee;
\$1,000,000 bodily injury by disease aggregate
- 7.4 **Automobile Liability Insurance:**
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
- 7.5 **Inland Marine:** covering the City of Hartford Department of Health and Human Services from all causes of loss during transportation (motor truck cargo or trip transit) up to and including storage (basic causes of loss form). n/a
- 7.6 **Fidelity Bond:** Shall be maintained in an amount no less than the total amount of the contract for the duration of the contract including any renewal or extension thereof. n/a
- 7.7 **The City of Hartford:** Shall be named Loss payee under the Inland Marine Policy(ies) noted in 7.5 above. n/a
- 7.8 **Professional Liability:** issued on a claims made basis with a \$1,000,000 Single Limit for the Term and for two years thereafter.

- 7.9 **The City of Hartford is included as an Additional Insured, AIIMA.**
Under the Commercial General Liability Automobile Liability and Employer's Liability Insurance Policies.

THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE.

The City of Hartford is included as an additional insured, AIIMA

- 7.10 Each insurance coverage named above shall provide not less than a thirty (30) day notice of cancellation to the City. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the City's Risk Manager.
- 7.11 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Provider by virtue of its promise to hold City harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraph 7.1 herein, the Provider shall be liable to, or for the benefit of, the City for the excess.
- 7.12 Insurance requirements and coverage may be reviewed from time to time during the Term and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 7.13 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default of the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of Provider, at the Provider's expense, at City's option.
- 7.14 Provider shall be responsible for all deductibles including payment and indemnity to the City.

8. SAFEGUARDING OF FUNDS

In the event that the City provides the Provider with a cash advance or makes a lump sum payment, the Provider shall deposit all project funds in a Hartford financial institution with adequate FDIC or FSLIC coverage, and the balance exceeding the FDIC coverage shall be secure. Such security shall be satisfactory to the City. Consistent with the goal of expanding opportunities for minority business enterprise, the Provider is encouraged to use minority banks where possible.

9. PUBLIC RELATIONS

All publicity efforts, including without limitation posters, invitations to events, publications, brochures and news releases, shall contain the following statement, as applicable:

This Program is funded by the City of Hartford; *or*

This Program is funded in part by the City of Hartford.

10. CONFLICT OF INTEREST

The City and the Provider hereby agree that no member of the governing body of the City, or its designees or agents, and no other City official, either paid or unpaid, or employee, who exercises any function or responsibility with respect to this Program during the individual's tenure or thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the Program assisted under this Agreement. The Provider shall cause to be incorporated in all subcontracts a provision prohibiting such interest pursuant to the provisions of this section.

11. EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

- 11.1.1 If default shall be made by the Provider, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Provider set forth in this Agreement; or
- 11.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Provider's performance of this Agreement; or
- 11.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Provider bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Provider under the federal bankruptcy laws, or any other similar applicable federal or state law; or

11.1.4 If any competent authority shall have determined that the Provider is in default of any federal, state or local tax obligation.

11.1.5 Pursuant to a Resolution passed by the Court of Common Council on September 13, 1982, default on the part of any outstanding debt owed to the City by the Provider shall be considered just cause for termination of this Agreement. Default shall be considered to have occurred when a monthly payment required by a repayment agreement is thirty (30) or more days late.

11.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the City may elect to pursue any one or more of the following remedies, in any combination or sequence:

11.2.1 Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;

11.2.2 Suspend Program operation;

11.2.3 Require the Provider to correct or cure such default to the satisfaction of the City; and

11.2.4 Terminate this Agreement for cause in accordance with Section 12 hereof.

The selection of any remedy shall not prevent or stop the City from pursuing any other remedy and shall not constitute a waiver by the City of any other right or remedy.

12. TERMINATION OF AGREEMENT

12.1 Termination

"Termination," for purposes of this Agreement, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Provider's obligation to perform the Services described in Exhibit A, and the City's obligation, as described in Section 3, Compensation of this Agreement to pay for such Services.

12.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, the City may terminate this Agreement by giving five (5) days' written notice thereof to the Provider.

12.3 Termination for Program Change

In the event the Program shall be terminated or significantly changed, the City may terminate this Agreement on thirty (30) days' written notice thereof to the Provider.

12.4 Termination for Non-availability of Funds

In the event the City shall not have funds available for this Program, the City may terminate this Agreement on thirty (30) days' written notice thereof to the Provider.

12.5 Termination for Convenience

The City may terminate this Agreement at any time by giving thirty days (30) prior written notice thereof to the Provider.

12.6 Payment upon Termination

In the event this Agreement is terminated as herein provided in 12.3 through 12.5 above, the City shall make full payment to the Provider for all services performed up to and including the date of termination within ten (10) days of such date of termination.

13. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Provider's duly authorized representative shall be **Marek Kukulka, or his successor**, and the City's duly authorized representative shall be **Luke A. Bronin, its Mayor**.

The City and the Provider may require changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between the City and the Provider shall be incorporated in written amendments to this Agreement.

14. DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS

In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the City.

15. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The Provider agrees to establish and maintain fiscal control and accounting procedures, which assure proper accounting for all funds paid by the City to the Provider under this Agreement. The Provider agrees that all records with respect to all matters covered by this Agreement shall be maintained during the term of this Agreement, and for one full year following termination, including any renewal or extension.

16. AUDITS

At any time during normal business hours, with reasonable notice (not less than seven business days) and as often as may be deemed necessary by the City, the Provider shall make available to the City, for examination, all records with respect to all matters covered by this Agreement.

17. REPORTS AND INFORMATION

The Provider shall furnish the City with such information and reports concerning the progress and management of this project as may be required from time to time. The form of said reports shall be determined by the City and agreeable to the Provider and consistent with the City's requirements.

Monthly reports must be submitted in duplicate by the **fifteenth working day** of the month following the report period and **must include**: copies of payroll registers, canceled checks and other back-up documentation deemed necessary to support reimbursement of expenditures. Any subcontract program agreements must be submitted which detail agencies or individuals providing services under this contract, prior to execution.

The Provider will agree to comply with any reporting, auditing, documentation, invoicing or additional requirements imposed by the City or by the Director of Management & Budget.

The Provider agrees to set up a separate account to administer the funds provided pursuant to this agreement and to provide the City with a detailed description of all fund expenditures on a monthly basis. This expenditure report must include payroll rosters to substantiate personnel expenses and program participant numbers. The City may audit at will all Provider accounts related to this agreement and/or any of its amendments.

The Provider agrees to report any staff reductions, replacements and terminations to the City in writing within ten (10) days of the occurrence.

18. NON-ASSIGNABILITY

The Provider shall not assign or transfer any interest in this Agreement without prior written consent of the City.

19. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

20. CUMULATIVE REMEDIES

All rights exercisable by and remedies of the City hereunder shall be cumulative and the exercise or beginning of the exercise by the City of any of its rights or remedies hereunder shall not preclude the City from exercising any other right or remedy granted hereunder or permitted by law.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and relevant ordinances and regulations of the State of Connecticut and the City of Hartford.

22. SUBCONTRACTORS

Portions of the Services may be subcontracted, provided that:

- 22.1 The City shall give prior approval to such subcontract in writing.
- 22.2 All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontracts(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof.
- 22.3 The City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

23. GENDER/NUMBER/TITLE

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

24. NOTICES

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this agreement, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, at the following addresses:

As to the City:

**Luke A Bronin, Its Mayor
City of Hartford
550 Main Street
Hartford, CT 06103**

As to the Provider:

**Marek Kukulka, Its CEO
Catholic Charities, Inc
839-841 Asylum Avenue
Hartford, CT 06105**

**Liany Arroyo, Director
Department of Health & Human Services
131 Coventry Street
Hartford, CT 06112**

Neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

25. SUCCESSORS

This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors and assigns.

26. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

The Provider agrees to abide by the provisions of Section 2-692 *et seq.* of the City of Hartford Municipal Code (as applicable), Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063. In carrying out this Program, the Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The Provider shall take affirmative action to ensure that applicants with job related qualifications are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause.

The Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The Provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. The Provider agrees to abide by the terms and conditions contained in the City of Hartford's *Equal Employment Opportunity Questionnaire for Vendors and Contractors*.

27. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

The Provider agrees to abide by the provisions of the Americans with Disabilities Act (ADA) of 1990; Public Law 101-336, as applicable. (the "Act")

In compliance with this law, the Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the Provider, or be subjected to discrimination by the Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. The Provider shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The Provider shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

28. TAXPAYER IDENTIFICATION NUMBER

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by the Provider, is hereby made a part of this Agreement and is incorporated herein by reference. It is understood and agreed that the City shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the Provider under this Agreement. It is further

understood and agreed that the City shall not be liable for inaccurate information contained on said IRS Form W-9.

29. NON-WAIVER

Any failure by the City or the Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

30. DELINQUENCY IN OBLIGATIONS

The Provider hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to the City shall be and remain current.

31. CONDITIONS

The Provider hereby agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and City of Hartford, including, but not limited to the following:

- (1) Civil Rights Act of 1964, as amended
- (2) Civil Rights Act of 1991, as amended
- (3) Federal Labor Standards (29 CFR Parts 3, 5, and 5a)
- (4) Architectural Barriers Act of 1969 (42 USC 4151)
- (5) Section 504 of the Rehabilitation Act of 1973
- (6) Hatch Act (Title 5 USC Chapter 15)
- (7) Living Wage Ordinance of the City of Hartford (Section 2-761 et seq of the Municipal Code of the City of Hartford)

32. ENTIRE AGREEMENT

This Agreement and its Exhibits attached hereto, contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter, hereof.

IN WITNESS THEREOF, the CITY OF HARTFORD and the PROVIDER have executed this Contract as of this _____ day of _____, 2021.

PROVIDER

By: _____ / /
Marek Kukulka Date
Its CEO

CITY OF HARTFORD

By: _____ / /
Luke A. Bronin Date
Its Mayor

CITY OF HARTFORD

By: _____ / /
Liany E. Arroyo Date
Its Director of Health and Human Services

APPROVALS:

As to Form and Legality:

By: _____ / /
Howard G. Rifkin Date
Its Corporation Counsel

EXHIBIT A – Detailed Scope of Services

1. SCOPE OF SERVICES

CC proposes operation of the South End Wellness Senior Center. The South End Wellness Senior Center will provide a comprehensive variety of educational, health, recreational and othersocial services to promote a healthy life style for seventy to eighty (70-80) guests age 55 and over (maximum to services up to 1400 guests).

Hartford residents who are aged 55 and over are eligible to become members. All members are eligible for all programs and services of the center. The focus of services is to Hartford residents.

CC will offer services Monday-Friday from 8:30 am to 4:30 pm excluding holidays. The scope of services is to provide or oversee services described below:

Health Screenings: Blood pressure, cholesterol, diabetes; Alzheimer's; medication management; depression; and addiction. These services will be provided by staff from the City of Hartford Health and Human Services and other partners, which include the University of Connecticut Medical Students, Hispanic Health Council, and private practitioner - Dr. Mai Ling, Hartford Hospital Mammogram mobile van, Charter Oak Health Center mobile medical van, and Saint Francis Hospital Lose Weight initiative.

Recreation: Games, Arts & Crafts, Sewing, quilting, bowling, aerobics Pilates, Tai Chi, computer classes, intergenerational activities, outings and trips are provided through contractors and volunteers outlined in the monthly activities guide. The contracts for services also include; ceramic classes, Tai Chi, Aerobics, computer classes, and knitting. Additional services are provided by volunteers as well as staff.

Information: Senior & benefit entitlements, eligibility, health awareness, presentation, consumer & credit counseling are provided by staff certified in CHOICES (Connecticut's program for Health insurance assistance. Outreach, Information and referral Counseling, Eligibility Screening) through NCAAA. Additional services are also provided by partners from other community resources, including rental rebate services through the City of Hartford.

Outreach: Access for the homebound and frail elderly; male participation and reaching diverse senior groups will continue to be provided by the qualified and experienced staff along with outreach through the newsletter and membership mailings as well as outreach and presentations to area health clinics, faith based groups and the annual senior's health expo.

Nutrition: Healthy cooking tips and classes. Workshops are provided to seniors on healthy eating habits through the cook, the nutritionists from the City of Hartford and the Hispanic Health Council.

Benefits Counseling: Age appropriate benefits and programs along with individual assessments and education of eligibility requirements are provided by the CHOICES counselor along with other community providers and the City of Hartford.

Daily Lunch is provided to all members and is planned by a nutritionist from the City of Hartford. The lunch is prepared by the cook in the kitchen facility licensed by the City of Hartford. The cook has a current Qualified Food Operator (QFO) Certification and will send once received. Food and supplies are purchased by the City of Hartford through the Food and Nutrition Program. The menu is rotated and varied using feedback from the seniors to accommodate all tastes and cultures.

In collaboration with the City and senior participants, CC will develop a multi-cultural nutritionally balanced meal menu that is certified by a nutritional dietician. The dietician then submits the menu to the State for approval. The ENP also provides participants with interactive nutrition education with emphasis on chronic diseases that affect the seniors. CC will provide Congregate (Community Cafe) meals to eligible individuals who participate in the Horace Bushnell Congregate Homes. Daily records will be maintained regarding the food served, food portions, food temperature and the number of meals. At the end of each month, the number of meals served both at the South End Wellness Senior Center and the Horace Bushnell Congregate Homes will be reported to the City of Hartford.

2. DATA MANAGEMENT AND REPORTING REQUIREMENTS

- 2.1. Provider will adhere to and comply with the City of Hartford's data use agreement. Provider will collect and handle all data with confidentiality. Any

data collected will be reported in the aggregate, and no individual data is to be shared.

3. PERSONNEL

- 3.1. Provider will recruit and hire culturally and linguistically sensitive staff. Provider will screen and train all paid Staff and volunteers to insure they comply with agency and state regulations regarding confidentiality and security.

4. TARGET POPULATION

- 4.1. Services to compromised groups and individuals is recommended. Priority should be given to those residing in the City of Hartford.
- 4.2. In addition, Provider must address service gaps for all special populations (Lesbian, Gay, Bisexual, Trans, Questioning (LGBTQ), Black and Hispanic individuals, and individuals presumed homeless).

EXHIBIT B – Compensation

1. COMPENSATION

- 1.1. Total compensation under this Firm-Fixed Fee for Service Agreement shall not exceed **Two Hundred and Sixty-Five Thousand, and Six Hundred and Twelve Dollars (\$265,612)** in accordance with the Budget, which could be partially or 100% Grant funded. The City of Hartford is not obligated to fund partially or 100% Grant funded programs upon termination of present program funding.
- 1.2. The Provider must not commingle the City of Hartford General and Grant Fund(s) with other General or Grant Fund(s) and may not reallocate them to other line items in other programs, nor within the same program or grant without an authorized Budget Revision. The Budget Revision request timeline is at least thirty (30) days to the end of the period. Budget Line Items may be adjusted within a Budget Variance of 10%.
- 1.3. Compensation will be payable within thirty (30) days of Provider's submission of each monthly invoice that reflects those deliverables completed during the prior month. Expenditure reports are submitted to the City's Health and Human Services Department not later than ten (10) business days following the close of the month.
- 1.4. Invoices shall be accompanied by the following to initiate proper payment. A cover letter on company letterhead requesting payment. The cover letter should include but not be limited to:
 - a. A reference number;
 - b. The date;
 - c. The amount requested;
 - d. The deliverable for which payment is requested;
 - e. A brief summary of service (s) provided; and
 - f. Signature
- 1.5. Documentation of expenses is required by the Managing Authority. Backup documentation should include but not be limited to:
 - a. Summary of expenses (usually a spreadsheet with line item details);
 - b. Payroll and fringe benefits backup documentation;
 - c. Receipts and all other proofs of payments;
 - d. A copy of the general ledger showing both current month & contract-to-date activities related to scope;
 - e. For charges allocated across multiple grants and/or funding sources, provide documentation on how these indirect charges are allocated each month; and

- f. Details showing type & amount of expenditures (e.g.: management salaries, fringe, allocated office expenses, etc.) and the basis for allocating to the grant.
- 1.6. Provider agrees to serve as the Fiduciary Agent for this agreement. As such, the Provider agrees to establish and maintain accounting and record keeping procedures and issue such reports as may be required by the City.
- 1.7. Should your agency, at any time during the contract period, be audited by any branch of the federal or state government and be made to reimburse said branch, your agency will be solely responsible for covering the reimbursed amount, under no circumstances can project funds be used for reimbursement.

Please submit documents directly to The City of Hartford, Department of Health and Human Services, Finance Division. All documents regarding payments (i.e., Invoices, Etc.) that arise from Contracts, Purchase Orders, or Pre-Approval for products or services of any kind with the Department of Health and Human Services, should preferably be emailed to APinvoices.HHS@hartford.gov or physically sent to:

THE CITY OF HARTFORD
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCE UNIT, ACCOUNTS PAYABLE
131 COVENTRY STREET, 1st FLOOR, SUITE 1013
HARTFORD, CT 06112-1548

Certificate of Coverage

Date: 1/12/2021

Certificate Holder The Archdiocese of Hartford, CT Chancery Office 134 Farmington Ave. Hartford, CT 06105	<p>This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.</p> <p>Company Affording Coverage THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154</p>
Covered Location CATHOLIC CHARITIES 839-841 ASYLUM AVENUE HARTFORD, CT 06105-0000	REVISED

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

#	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8522	1/1/2021	1/1/2022	Each Occurrence	
					General Aggregate	500,000
					Products-Comp/OP Agg	2,000,000
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8522	1/1/2021	1/1/2022	Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 General liability coverage only extends to the City of Hartford for claims which directly arise out of Catholic Charities' fulfillment of its obligations as outlined in the RFP # 5951 for South End Wellness Senior Centers Program, between the City of Hartford and Catholic Charities, Inc. during the term of July 1, 2020 to June 30, 2021. Combined single limit is \$1,000,000. per occurrence.

Holder of Certificate	Cancellation
Additional Protected Person(s) The City of Hartford 550 Main Street Hartford, CT 06103	<p>Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.</p> <p>Authorized Representative </p>
0074009022	

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 1/1/2021
Cancellation Date of Endorsement: 7/1/2021

Certificate Holder: The Archdiocese of Hartford, CT
Chancery Office
134 Farmington Ave.
Hartford, CT 06105

Location: CATHOLIC CHARITIES
839-841 ASYLUM AVENUE

HARTFORD, CT 06105-0000

Certificate No. 8522 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

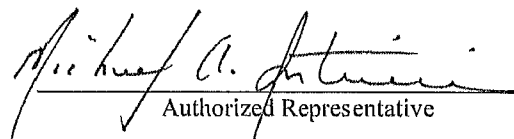
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
The City of Hartford
550 Main Street
Hartford, CT 06103

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

General liability coverage only extends to the City of Hartford for claims which directly arise out of Catholic Charities' fulfillment of its obligations as outlined in the RFP # 5951 for South End Wellness Senior Centers Program, between the City of Hartford and Catholic Charities, Inc. during the term of July 1, 2020 to June 30, 2021. Combined single limit is \$1,000,000. per occurrence.


Authorized Representative