



14

CITY OF DANBURY

HEALTH & HUMAN SERVICES DEPARTMENT
155 DEER HILL AVENUE, DANBURY, CONNECTICUT 06810

Central Health Office
203 - 797-4625
Fax 796-1596

Social Services Office
203 - 797-4569
Fax 797-4566

MEMO

Date: 12/29/09

To: City Council & Mayor Mark Boughton

From: Scott LeRoy, Director of Health & Human Services

RE: Pandemic Flu Vaccination Agreement for the Danbury Visiting Nurse Association

The H1N1 epidemic was moving rapidly and unpredictably from Spring to Fall this year. It was assumed that by the time regions or healthcare systems recognize they were becoming overburdened; they needed to implement disaster plans quickly and be fluid in order to react to an active virus affecting our residents and burdening our healthcare system. Adding any potential delay was not in the best interest of the public, particularly if certain steps can be done proactively. Governor M. Jodi Rell was also quoted "It is critical that our residents, particularly the priority groups identified by the CDC, be vaccinated as soon as possible."

In April 2009, the first cases of a novel influenza virus (H1N1) were identified in the US. In June 2009, the World Health Organization upgraded the worldwide alert to a Phase 6, the pandemic phase. Designation of this phase indicates that a global pandemic is under way. In response to the above, the Centers for Disease Control and Prevention (CDC) began the process of contracting for the production of a novel H1N1 influenza vaccine. On October 24, 2009, President Obama signed a proclamation declaring the 2009 H1N1 influenza pandemic a National Emergency to facilitate our ability to respond to the pandemic by enabling the waiver of certain statutory Federal requirements for medical treatment facilities. In particular, this proclamation is aimed at providing HHS the ability to waive legal requirements that could otherwise limit the ability of our nation's health care system to respond to the surge of patients with the 2009 H1N1 influenza virus.

In response, the State of Connecticut created the H1N1 Vaccine Distribution Plan of 2009. This plan addresses our current situation, outlining vaccine administration and data collection scenarios. The plan was developed to be a fluid document to help address the issues surrounding the need for the speedy delivery of health care and vaccinations, while provide a brief framework that could be flexible given the nature of the current Pandemic Flu.

To enable our local fluid response to this Pandemic Flu Emergency, the Danbury Health & Human Services Department partnered with the Danbury Visiting Nurse Association so our City can receive H1N1 vaccine. CTDPH has offered a \$15/shot payment to those entities that have provided this public vaccine. The City of Danbury will act as a pass-through agent so the DVNA can receive payments for the H1N1 Vaccine Clinics run to date and in the future until the flu season is at an end sometime in 2010.

14-1

Public Health Provider Attachment A

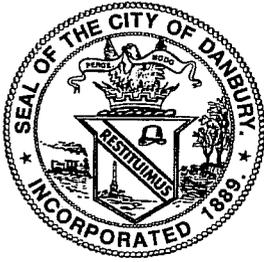
The Department of Public Health will pay providers \$15.00 per dose of 100-dose increments or \$15 individual dose if less than a full box is used for administering of H1N1 vaccine for which no other administrative fee has been or will be paid (this includes patient and insurance payments).

The state form - **VENDOR INVOICE FOR GOODS OR SERVICES RENDERED TO THE STATE OF CONNECTICUT CO - 17 REV. 7/03 (STOCK NO 102-01)** (enclosed), is to be used to request payment.

Please complete one of the CO-17 forms for each separate shipment of vaccine you receive. Complete boxes 5, 9, 10, 14, 15 and 18 and sign and date in box 14 with **blue ink**. In box 14, please fill-in your PIN_NUM. Box 15 is the number of 100 dose boxes you received or number of doses for public clinic use. If the CO-17 is not completed with all requested information, we will return the form to you and processing will be delayed.

Return the completed form to the address listed on the form in box 32. Do not send the CO-17 until your shipment of vaccine is received in your office.

Please note that by signing this form you are indicating that, for the vaccine for which you are requesting this payment, you have not received and will not receive payment from any other source (either the patient or an insurance company).



RESOLUTION

14-2

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D. 2010

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, the State of Connecticut Department of Public Health created the H1N1 Vaccine Distribution Response Plan in August of 2009; and

WHEREAS, said Plan outlines vaccine administration, distribution and data collection procedures; and

WHEREAS, in order to most effectively distribute the H1N1 vaccine to local residents, the Danbury Health and Human Services Department has partnered and would like to continue to partner with the Danbury Visiting Nurse Association ("DVNA") to facilitate the distribution and program activities; and

WHEREAS, the City of Danbury acts as a "pass-through" agent for general purposes of funding the costs of said program; and

WHEREAS, it is in the best interests of the City of Danbury and its residents to utilize this arrangement to accomplish the goals of the program.

NOW THEREFORE BE IT RESOLVED THAT Mayor Mark D. Boughton or his designee Scott LeRoy, Director of Health be hereby authorized to engage in such services and measures to most effectively deal with the H1N1 epidemic and that all actions, measures, contracts and documents related to the program be hereby ratified and approved in furtherance thereof.

14-3

AGREEMENT

THIS AGREEMENT is made this _____ day of December 2009, between the City of Danbury, a municipal corporation, located in Fairfield County and organized and existing under the laws of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized (hereinafter referred to as the "CITY") and Danbury Visiting Nurse Association, Inc., a non-profit corporation having a principal place of business at 4 Liberty Street, Danbury CT 06810 and organized and existing under the laws of the State of Connecticut, acting herein by Brian A. Carney, its Director of Finance, hereunto duly authorized (hereinafter referred to as the "RECIPIENT");

WHEREAS, the RECIPIENT has made application to the CITY for program funds for the fiscal year commencing July 1, 2008; and

WHEREAS, the CITY has approved funding to the RECIPIENT in an amount fixed herein; and

WHEREAS, the CITY wishes to establish the terms and conditions under which it will make funding available to the RECIPIENT thereby enabling the RECIPIENT to accomplish goals and further projects enumerated in its Attachment A narrative; and

WHEREAS, the CITY will only make said funding available to the RECIPIENT if the RECIPIENT accepts certain conditions and makes certain assurances as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties do agree as follows:

1. Use of Funds. The RECIPIENT represents that it will use all funding received by it hereunder solely for purposes specified in Exhibit A entitled "Public Health Provider Attachment A", which is attached hereto and made a part hereof and for no other.

2. Payment. The CITY shall make funding payment to the RECIPIENT as invoiced and approved by the Director of Health. The CITY reserves the right, upon five (5) days written notice to the RECIPIENT to disburse any or all funding made available hereunder directly to vendors on behalf of the RECIPIENT.

Notwithstanding any other provision hereof, the CITY reserves the right, in its sole discretion, in the event of unforeseen financial difficulty or need, to cancel this agreement or to terminate, reduce or otherwise modify either the schedule or amount of any subsequent payments authorized hereunder, at any time, without obligation of any kind to the RECIPIENT.

3. Reports, Statement and Audits. If the funding provided for herein is in the amount of Ten Thousand Dollars (\$10,000) or more, the RECIPIENT shall, at its own expense, provide to the CITY a certified audited statement, signed by a Certified Public Accountant, of all funds held or received by the RECIPIENT regardless of the source of said funds. If the funding provided for herein is less than Ten Thousand Dollars (\$10,000) the RECIPIENT shall, at its own expense, provide to the CITY an un-audited statement of all funds held or received by the RECIPIENT regardless of the source of said funds. Said statement shall be provided to the CITY within One Hundred Twenty (120) Days following the expiration of the RECIPIENT's fiscal year during which funding was received pursuant to this Agreement. Audits shall be performed and audited statements shall be prepared in accordance with generally accepted accounting principles and auditing standards. All audit reports, statements, management letters and auditor's recommendations shall be available in their original form to the CITY. The RECIPIENT represents that it shall permit the CITY or its duly authorized representatives to examine, review, audit or copy any records, books or other documents of the RECIPIENT relating to the use of funding by the RECIPIENT or to the RECIPIENT's compliance with any provision of this contract. Said records shall be kept in a manner which follows accepted accounting practices and which enables the CITY to verify the amounts spent as well as that the RECIPIENT only expended funds for allowable purposes. The records and accounts of the RECIPIENT shall be made available in the RECIPIENT's business office for audit, upon request, by authorized representatives of the CITY.

The RECIPIENT agrees that it shall preserve all of its records and accounts concerning the use of funding, or concerning the RECIPIENT's compliance with the provisions of this contract for a period of three (3) years after final payment under this contract. If any litigation, claim or audit is commenced before the expiration of the three year period, the records shall be retained until all such suits, claims or audit findings have been resolved.

4. Transfer of Funds. Notwithstanding the provisions of Paragraph 1 hereof, upon prior written request by the RECIPIENT, the Mayor may approve a change of funding use and a corresponding transfer of unencumbered appropriations between programs within the RECIPIENT's budget. Once notified by the Department of Finance that the requested transfer has been approved, the RECIPIENT may make expenditures in accordance with the terms of that approval.

5. Default. In the event of noncompliance with the provisions of this Agreement by the RECIPIENT, which noncompliance continues without corrections for not less than thirty (30) days following written notification by the CITY, the CITY may impose such sanctions as it may deem appropriate including, but not limited to, the following:

The CITY may (1) withhold payments under this Agreement to the RECIPIENT until the RECIPIENT cures its noncompliance, (2) cancel, terminate or suspend this Agreement in whole or in part, (3) require the return of all or part of the paid to the RECIPIENT hereunder.

6. Non-Waiver. Payment by the CITY hereunder or under any subsequent funding agreement shall not constitute or be construed as a waiver by the CITY of any breach of agreement or any default which may then exist on the part of the RECIPIENT and the making of such payment by the CITY while any such breach or default exists shall not impair or prejudice any right or remedy available to the CITY with respect to such breach or default.

7. Non-discrimination. The RECIPIENT agrees and warrants that in the performance of all activities supported in whole or in part by funding it will not discriminate against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the RECIPIENT that such disability prevents the performance of work involved in any manner prohibited by the laws of the United States or the State of Connecticut and further agrees to provide the CITY and the Connecticut Commission on Human Rights and Opportunities with such information requested by the CITY, or the Commission, concerning the employment practices and procedures of the RECIPIENT as may relate to the provisions of this section.

8. Hold Harmless. The RECIPIENT agrees that it shall protect, indemnify and hold the CITY harmless in all legal actions and from and against all claims or loss to persons or property to which the CITY may be subjected by reason of breach of contract, tortious act or omission on the part of the RECIPIENT or any of its officers, agents or employees in connection with the conduct and performances of its operation.

9. Bonding and Insurance. The RECIPIENT shall carry insurance and fidelity bond coverage in such amounts as to insure that the CITY is held safe and harmless from claims, suits or demands that may be asserted against it by reason of any act or omission of the RECIPIENT, its agents, servants, subcontractors or employees providing service through the use of funding.

The foregoing requirement relative to fidelity bond coverage shall not apply if the funding provided for herein is equal to or less than Ten Thousand Dollars (\$10,000.00).

10. Compliance with Laws. The RECIPIENT warrants that it has complied and shall continue to comply with all pertinent provisions of local, state and federal laws, regulations and policies in connection with its programs, projects and undertakings. Any noncompliance with said laws, regulations and policies shall be deemed a breach of this Agreement.

11. Assignment. The rights and duties of the RECIPIENT hereunder shall not be assigned or transferred in any way without written consent of the CITY.

12. Unlawful Provisions Deemed Stricken. Any unlawful provision hereof shall be deemed stricken from this Agreement and shall be of no further force or effect. On the application of either party, any unlawful provision shall be considered stricken without affecting the binding force of the remainder of this Agreement.

13. Notices. All notices or other correspondence required or permitted hereunder shall be effective if made in writing and addressed as follows:

a. As to the CITY:

Office of the Mayor
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

b. As to the RECIPIENT:

Brian A. Carney
Director of Finance
Danbury Visiting Nurse Association, Inc.
4 Liberty Street
Danbury CT 06810

Such documents shall be effective when deposited with the U.S. Postal Service for delivery by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF DANBURY

By: _____
Mark D. Boughton, Mayor

Danbury Visiting Nurse Association, Inc.

By: _____
Brian A. Carney
Director of Finance