



24

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DAVID W. ST. HILAIRE
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: HON. MARK D BOUGHTON VIA THE COMMON COUNCIL
FROM: DAVID W. ST. HILAIRE, DIRECTOR OF FINANCE *DWT*
SUBJECT: RESOLUTION-MASS CASULTY TRAILER
DATE: 11/19/2007

Attached for your review is a resolution which would allow the City of Danbury Fire Department to execute a Personal Services Agreement(PSA) with the State of Connecticut Department of Public Health in partnership with the Department of Emergency Management and Homeland Security. This agreement, which would cover 7/1/07-8/31/10, would allow the Danbury Fire Department to acquire one(1) mass casualty trailer for use in emergency preparedness and coordinating effective care to victims of emergencies.

The Common Council is respectfully requested to consider this resolution at its next meeting. If you have any questions or should require any additional information, please contact my office at 203-797-4652.

DWS/sk

Attach.

cc: Chief Herald

24-1

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT



_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Department of Public Health (DPH), working in partnership with the Connecticut Department of Emergency Management and Homeland Security (DEMHS) have previously acquired five (5) mass casualty trailers for regional and statewide deployment; and

WHEREAS, one of these trailers has been offered for use by the Danbury Fire Department for purposes of public health preparedness and to provide and prepare hospitals and supporting health care systems to deliver coordinated and effective health care to victims of terrorism and other public health emergencies; and

WHEREAS, the contract is for the period from September 1, 2007 through August 31, 2010; and

WHEREAS, it is deemed in the best interests of the City of Danbury to acquire the trailer for the purposes indicated.

NOW, THEREFORE BE IT RESOLVED THAT Mayor Mark D. Boughton or his designee, Geoff Herald, Chief of the Danbury Fire Department, be and hereby are authorized to execute a **Personal Services Agreement** and such other documents and contracts as may be required to effectuate the purposes hereof.



24.2

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

Fire Department
19 New Street

Geoffrey R. Herald, Chief
(203)796-1550
Fax (203) 796-1533

DATE: NOVEMBER 20, 2007

TO: MAYOR MARK D. BOUGHTON & MEMBERS OF THE COMMON COUNCIL

FROM: GEOFFREY R. HERALD, FIRE CHIEF

RE: MASS CASUALTY TRAILER

**CC: DAVID ST. HILAIRE, FINANCE DIRECTOR
SUE KAMINSKI, FINANCE DEPT.
JEAN NATALE, OFFICE OF THE COMMON COUNCIL**

Dear Mayor Boughton & Members of the Common Council:

As Chief of the Fire Department, I submit to you a proposal that we accept a Mass Casualty Trailer from the State of Connecticut. This trailer will be housed in Danbury and will increase our capabilities to support our local citizens.

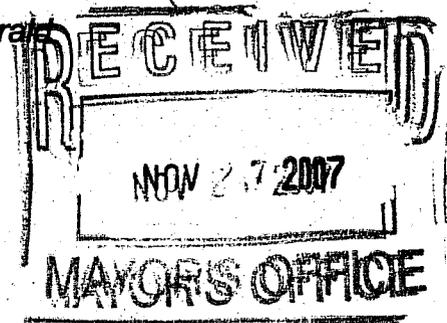
I would ask that this trailer be accepted at the December meeting of the Common Council.

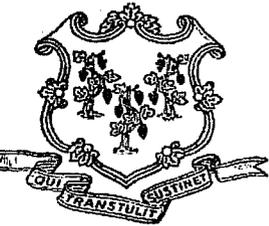
If you require any additional information, please do not hesitate to contact me directly.

Respectfully yours,

Geoffrey R. Herald
Fire Chief

GRH/ft
.attach.
Donation
Tax I.D. # A185683





**Department of Public Health
Contracts and Grants Management Section
PO Box 340308, 410 Capitol Ave., MS#13 GCT
Hartford, CT 06134-0308
Telephone: (860) 509-7704 FAX: (860) 509-8210**

October 4, 2007

Geoffrey Herald
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Contract Log: #2008-1215
Program: Public Health Preparedness - **Contract Period:** 09/01/07 Through 08/31/10
Mobile Field Hospital

Dear Mr. Herald:

Enclosed is the above referenced contract, DPH #2008-1215. Please use the DPH contract log number, when sending in progress reports, expenditure reports, budget revision requests and/or other correspondence related to this contract.

Please review this contract and return the original, following the procedure explained below. If contract corrections or changes are necessary, please contact me at (860) 509-7622. It is important that the signed/sealed contract and other required submittals be returned to the Department by October 12, 2007. You will receive a copy of the original contract signed by the Department, when it is fully executed.

NOTE: SIGNATURES AND NAMES OF AUTHORIZED OFFICIAL(S) MUST BE IDENTICAL THROUGHOUT THE CONTRACT PACKAGE.

Signature Certification: All contractors need to have a resolution passed by their governing body, giving the official, who signed this contract, the authority to do so. The signature certification indicates that, the authorization to sign contracts was in place on the date the contract was signed. Therefore, the contract should be signed and dated, **prior** to the certification being signed and dated. Instructions and a sample sheet are enclosed. One original signed and sealed certification should be returned with your contract. Your agency's seal must be embossed on the lower left side, under the "title" of the certifying official. **(White-out is not acceptable!)**

Nondiscrimination Certification: All contractors need to have a resolution passed by their governing body, adopting and supporting nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1). The signature certification indicates that, the resolution has been adopted and is in full force and effect at the time of signing. Instructions and the required certification are enclosed.

Acceptances and Approval Page: The individual indicated on the secretarial certification as authorized to sign the contract, must sign the original Personal Service Agreement Form on line 35. The authorized individual should sign his/her name exactly as it appears on the secretarial certification. His/her name, title and the date should be typed or clearly written on the appropriate lines in this area. In addition, your agency's legal seal must be embossed on the Acceptances and Approvals area of page one, if it is not embossed on the secretarial certification.

24-

Contract Compliance forms: Please read Commissioner Galvin's letter concerning the Department's commitment to affirmative action. Complete, sign and return the Workforce Analysis and the Notification to Bidders. Contractors who have more than one (1) employee, who do not have affirmative action plans, **must** have an affirmative action policy statement. You may use the enclosed statement from Commissioner Galvin as a model. You must return a copy of your statement, if you do not have an affirmative action plan and have more than one (1) employee. Contractors who have more than twenty-five (25) employees, **must** have an Affirmative Action Plan on file at their place of business. **DO NOT SEND PLANS TO THE DEPARTMENT.**

Code of Ethics: Please complete, sign and return the enclosed Code of Ethics Business Compliance Certification.

Certificate of Insurance: The Attorney General's Office requires that all contractors file a Certificate of Insurance with the department. Please submit a statement (policy declaration page) showing insurance coverage. ******If this is a two year contract, you will need to submit a copy of your insurance policy declaration page covering Year two of this contract, when it is available. Please forward a copy of the declaration page as soon as your insurance policy is renewed. Failure to submit this information may result in a delay of payments to your agency.******

Agency Smoking Policy: All agencies that have twenty (20) or more employees in one building, must submit a copy of their smoking policy as required by Section 31-40q of the Connecticut General Statutes.

Applicant Agency Form: This form will provide accurate information about your address, telephone number(s), e-mail address(s), and contact persons related to this contract. Please complete and return it with your signed contract.

Thank you for your cooperation.

Sincerely,

Nsonsa Kisala
Health Program Assistant
Contracts and Grants Management Section
(860) 509-7622

CC: Leonard Guercia

24-5

PERSONAL SERVICE AGREEMENT CO-802A REV.2/2000 (electronic version) PRINT OR TYPE						STATE OF CONNECTICUT OFFICE OF THE STATE COMPTROLLER CENTRAL ACCOUNTS PAYABLE DIVISION				
1. Prepare 5 copies 2. The State Agency And The Contractor As Listed Below Hereby Enter Into An Agreement Subject to the terms and conditions stated herein and/or Attached hereto and Subject to the Provisions of Section 4-98 of the Connecticut General Statutes as Applicable						(1) DPH Log #2008-1215				
3. Acceptance of this Contract implies Conformance with Terms and Conditions set forth at Sheet 2 of this file, as attached hereto and incorporated by reference.						(2) <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment		(3) Identification No P.S.		
CONTRACTOR		Contractor Name City of Danbury				(4) Are you Presently a State Employee <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
		Address 155 Deer Hill Avenue, Danbury, CT 06810				Contractor FEIN/SSN 066-00-1868				
STATE AGENCY		(5) Agency Name And Address State of Connecticut, Department of Public Health MS#13 GCT, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308				(6) AGENCY NO. 48500				
CONTRACT PERIOD		(7) DATE (FROM) 09/01/07		THROUGH (TO) 08/31/10		(8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither				
CANCELLATION CLAUSE		THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)						(9) Required No. of days written notice: 30		
(10) CONTRACTOR AGREES TO: <i>(Include special provisions - Attach additional blank sheets if necessary.)</i>										
COMPLETE DESCRIPTION OF SERVICE		A. City of Danbury, hereinafter "the contractor", shall provide services to the Department of Public Health, hereinafter "the Department" or "DPH", as described in this agreement, on page 2, as follows: (Continued on Page 1b)								
(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES										
COST AND SCHEDULE OF PAYMENTS		Each party is responsible for its own costs.								
(12) Act CD	(13) Doc Typ	(14) Comp Typ	(15) LSE Typ	(16) Org Agcy 48500	(17) Doc Typ	(18) Commit Agency 48500	(19) Commit Num	(20) FEIN/SSN 066-00-1868		
(21) COMMITTED AMOUNT \$				(22) OBLIGATED AMOUNT \$0.00			(23) CONTRACT PERIOD (from/to) 09/01/07 08/31/10			
REQUIRED										
(21) Amount	(22) FUND	(23) Department	(24) SID	(25) Program	(26) Account	(27) Project	(28) Activity	(29) Agcy Chart	(30) Budget Ref	
(31) An Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.										
(32) ACCEPTANCES AND APPROVALS					(33) STATUTORY AUTHORITY: 4-8, 19a-2a					
(34) The Contractor herein IS NOT a Business Associate under HIPAA*:										
(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)					TITLE			DATE		
(36) AGENCY (AUTHORIZED OFFICIAL)					TITLE			DATE		
Norma D. Gyle, R.N., Ph.D					Deputy Commissioner					
(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.					TITLE			DATE		
(38)) ATTORNEY GENERAL (APPROVED AS TO FORM)										

I. Summary of Services:

The Connecticut Department of Public Health (DPH), working in partnership with the Connecticut Department of Emergency Management and Homeland Security (DEMHS), have previously acquired and equipped five (5) mass casualty trailers for regional and statewide deployment. Such acquisition and equipping was funded by grant monies awarded by the federal Department of Homeland Security, as well as using cooperative agreement funds provided by the U.S. Department of Health Resources Administration (HRSA) under the National Bioterrorism Hospital Preparedness Program. The mission of the National Bioterrorism Hospital Preparedness Program is to prepare hospitals and supporting health care systems to deliver coordinated and effective care to victims of terrorism and other public health emergencies. One objective of the federal cooperative agreement is to develop plans and processes for rapid deployment and medical management in response to a dramatic increase in patient surge resulting from an MCI (mass casualty incident). Such plans include establishing partnerships with selected local EMS (Emergency Medical Services) providers, hereinafter the contractor, in each DEMHS region to facilitate the rapid deployment of the regional mass casualty trailers.

II. Purpose:

This contract shall provide for a regionally based, rapid deployment of supplemental medical supplies to support medical operations at the scene of a mass casualty event. DPH and the contractor agree to enter into this "no-cost" Personal Services Agreement, which shall include the following provisions and responsibilities.

III. DPH obligations and responsibilities:

DPH shall:

- a. acquire by purchase and maintain ownership of five (5) regional mass casualty incident (MCI) trailers with associated equipment (See Appendix A), and arrange delivery of such trailers to the contractor.
- b. maintain the registration and insurance on said regional MCI trailers for the duration of this Agreement, as well as provide all routine maintenance on the trailers, to include all preventative maintenance as recommended by the trailer manufacturer.
- c. replace all expended or expired medical supplies contained within the trailer, and which appear on the DPH trailer inventory form, within funding available to DPH. This provision applies to and includes those supplies that have been used as part of an actual deployment, or authorized by the State Department of Public Health to be used as part of regional and/or statewide exercises.
- d. provide the contractor with all necessary inventory forms, integrity locks, and other appropriate equipment that is deemed necessary by DPH for the security of the trailer(s) and trailer contents.

IV. Contractor obligations and responsibilities:

The contractor shall:

- a. provide adequate and sufficient storage of the MCI trailers, as follows:
 1. The trailer shall be sheltered and in a heated, secure area twenty-four hours a day / seven days a week.
 2. The storage facility shall be easily accessible for authorized personnel of the contractor as designated by the contractor in the event the MCI trailer is deployed.

- b. on an annual basis, provide DPH with the following information, in writing:
 1. complete address of the storage facility where the MCI trailer is garaged,
 2. a twenty-four hour point of contact, and
 3. a list of supervisor personnel who can authorized the deployment of the trailer when requested by the designated Regional Communications Center/CMED

- c. maintain garaged storage of the MCI trailer at all times except:
 1. when deployed to an actual emergency or event,
 2. when being used in a regional training / exercise, or
 3. for brief periods of time in conjunction with maintenance on the storage facility itself.

- d. provide a tow vehicle capable of moving the trailer, equipped with an appropriate tow hitch, 2 5/16-tow ball, and an electric brake controller with a seven (7) Blade Electrical Connector. Said tow vehicle must be validly registered within the State of Connecticut, and fully and adequately insured by the Contractor. When towing the trailer the contractor agrees to make use of all towing safety devices provided with said trailer.

- e. be available on twenty-four hour a day/seven days a week basis to deploy the MCI trailer within 30 minutes of an activation in the event of an emergency.

- f. provide contractor's personnel to remain with the trailer at all times during a deployment, to include deployment for reasons of training and for exercises.

- g. perform monthly inspections, by the tenth of each month, of the trailer's exterior and interior, and document such inspections by completing the DPH MCI Trailer Inventory form Appendix A, as shall be provided by DPH, and shall include on such inventories the unique identifying numbers of the integrity locks which are:
 1. removed at the beginning of and to allow performance of each inventory, and
 2. placed on the trailer doors at the conclusion of each inventory. The Contractor shall fax completed inventory forms to the DPH Office of Emergency Medical Services at (860) 509-7987 no later than the 10th of each month throughout the term of this Agreement.

- h. maintain the cleanliness of the exterior and interior of the trailer(s), washing the exterior as often as necessary.

- i. notify DPH immediately of any damage or theft involving the MCI trailer(s), including any motor vehicle accident that occurs involving the tow vehicle, trailer or both. The contractor shall make initial notification under this provision by calling

(860) 509-8000 or 860-509-8100 during regular business hours. The contractor must submit to DPH a written accident report within 48 hours of each accident, on a State of Connecticut Office of Fleet Operations Accident Report Form provided by DPH.

- j. **not without prior authorization by DPH, do any of the following:**
 - 1. substitute or supplement the equipment cache of any MCI trailer with any other supplies,
 - 2. re-configure or otherwise change the layout of the interior of the MCI trailer.
- k. Deploy the MCI trailer as directed by the appropriate DPH-designated Regional CMED (Central Medical Emergency Dispatch Center)
- l. immediately advise the DPH-designated Regional CMED Center of any condition which would prevent the immediate deployment of the MCI trailer.

V. Dispatching Agencies:

The Dispatching Agencies, pursuant to their authority, granted pursuant to CGS 19a-177(6), for the purposes of this Agreement, shall be defined as those Regional Communication Center/CMEDs, which shall request deployment of the MCI Trailers on the authority of an Incident Commander on the scene of an incident. This can be either Police, Fire or EMS, in direct support of patient care. Deployment requests would be made from Fire, Police or EMS Units through their Communications Center to the designated Regional CMED requesting deployment of the trailer.

DEMHS Region 1: Wilton Vol. Ambulance, will be dispatched by Southwest CMED
DEMHS Region 2: AMR - New Haven, will be dispatched by South Central CMED
DEMHS Region 3: New Britain EMS, will be dispatched by North Central CMED
DEMHS Region 4: American Ambulance, will be dispatched by Norwich CMED
DEMHS Region 5: City of Danbury Fire/ EMS, will be dispatched by North West Public Safety

- B. **Statutory and Regulatory Compliance:** The contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the contractor's program.
- C. **Contract Cost:**

Each party to this Agreement shall be responsible for its own costs for services, obligations and responsibilities under this Agreement. This is a "no cost" contract.
- D. **Non-discrimination Regarding Sexual Orientation:** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the contractor agrees to the following provisions required pursuant to § 4a-60a of the Conn. Gen. Stat.: (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or