

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** School Health Center Grant

**Grant Source and Agency:** CT Department of Public Health

**Total Amount Requested:** \$1,344,594.      **Due Date of Application:**  
6/30/20

**System Contact:** Sue Peters

**Telephone #:** 475  
220-1238

**Description of Project:** Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

This will be Year 4 of a five year contract with CT DPH to support the operation of 11 school health centers/dental clinics which provide preventive and acute medical, mental health and dental services to enrolled students in: Barnard, Troup, Truman, King-Robinson, Mauro-Sheridan, Fair Haven, Wilbur Cross, Hillhouse, Lincoln-Bassett, Clemente, Clinton Avenue schools.

**TARGET: Schools/Unit:** 11-listed above  
**No. of Students:** 7,800      **Grade Level(s):** PreK-12  
**Eligibility Criteria:** Students must be enrolled by parent/guardian to receive services

<b>GRANT PERIOD:</b>	
<b>From:</b> 7/1/20	
<b>To:</b> 6/30/21	
<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation	
<b>Previous Bd. of Ed. Approval:</b>	
<input type="checkbox"/> Planning <input checked="" type="checkbox"/> Operational	
<b>Bd. of Ed. Information</b>	
<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information <input type="checkbox"/> Support <input type="checkbox"/> Competitive <input type="checkbox"/> Entitlement <input type="checkbox"/> Grant	

**PROPOSAL DEVELOPERS:**  
Sue Peters

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ABSTRACT TIMETABLE	REVIEW
<p><b>Return to:</b> _____</p> <p><b>Received:</b> _____</p> <p><b>Board of Education FINANCE &amp; OPERATIONS Meeting Date</b> <u>6/15/20</u></p> <p><b>Board of Education Meeting Date:</b> <u>6/22/20</u></p> <p><b>Due Date to Grantor:</b> _____</p>	<p><b>Grants Manager</b> <u>Patricia DeMaio</u></p> <p><b>Finance Manager</b> _____</p> <p><b>Human Resource Manager</b> _____</p>

**Proposed Project Title:** School Health Center Grant

**Total Amount Requested:** \$1,344,594.

**Proposed Grant Receiving Agency:** NHPS-Board of Education

## SECTION II: FISCAL INFORMATION

### PERSONNEL

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Paraprofessionals	\$
		Clerks	\$
		Stipends	\$
2		Others	\$184,366
		Longevity	\$
		<b>SUBTOTAL</b>	<b>\$184,366</b>

### NON PERSONNEL

	COST
Supplies & Materials	\$20,046
Student Transportation	\$
Staff Travel	\$5,000
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$1,062,490.
Equipment	\$8,000
Other	\$8,500
Indirect Costs, if allowed	\$
<b>TOTAL NON- PERSONEL</b>	<b>\$1,104,036</b>

### **FIXED COSTS:**

Health Benefits	\$35,301
Pension (Paras & Mgmt.)	\$5,532
FICA/Medicare	\$14,105
Workmen's Compensation	\$1,254
<b>TOTAL PERSONNEL</b>	<b>\$240,558</b>

### **Notes:**

- 1) **Total Personnel and Non Personnel columns must equal grant total.**
- 2) **The Abstract budget must be aligned with the Grant Application budget/ED114.**
- 3) **All applications should budget for staff development (stipends) and evaluation wherever appropriate.**

## SECTION IIA: BUDGET EXPLANATION

The following categories must be explained:

**All Personnel:** explain positions; **Salary:** if the grant pays a percent of salary and fixed costs, please describe below, breaking down **percentages and amounts to be paid by grant and by NHPS.** **Other;** and **All Non- Personnel items.** If additional space is needed, continue to next page.

**Salaries of Personnel:** Grant pays 100% of two full time NHPS employee salaries and fixed costs, the SBHC Director and a Lead Dental Hygienist who oversee the school health center and dental clinic services. Grant also pays the stipend for the clinic Medical Director.

**Contracted Services:** NHPS subcontracts with 4 partner health agencies to staff all school health centers with the exception of one site, Riverside Academy, which is staffed through NHPS. For the 11 sites that are funded through this grant, each agency receives funds based on the number of staff and sites they cover, however, the funding does not (has never) fully cover SHC staff salaries/benefits, and supplies and agencies close the gaps with in kind funding and with billing reimbursement revenue from SHC services. The SBHC and dental program is funded through this grant only-NHPS does not provide any funding for this program.

**Other:** Professional conference and training fees for SBHC center and dental staff and in service costs for staff PD.

**Equipment:** This would include equipment (such as pro-carts, telehealth systems, etc.) needed to provide dental services and medical services across all funded sites.

**Supplies & Materials:** This amount covers operational SHC and dental supplies and materials, including computers, office supplies, personal protective equipment for staff and students, dental clinical materials, educational, promotional (brochures, banners, posters) and program incentive materials for students and families.

**Travel:** Covers travel costs for SHC/dental staff to relevant trainings, meetings or conferences.

**Proposed Project Title:** School Health Center Grant

**Total Amount Requested:** \$1,344,594

**Proposed Grant Receiving Agency:** NHPS-Board of Education

**SECTION III: SYSTEM OBLIGATIONS**

**Project support from other programs:**  None  Yes **Explain:**

**Linkage with other programs:**  None  Yes **Explain:** School nurses, attendance matters, dental, school wellness committees, SSSTs

**Local Fiscal costs, (include renovation):**  None  Yes **Explain:**

**Future local personnel obligations:**  None  Yes **Explain:**

**PROJECT OR GRANT REQUIREMENTS**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Local Maintenance              | <input type="checkbox"/> Replication                   | <input checked="" type="checkbox"/> Parent Involvement       |
| <input checked="" type="checkbox"/> In-Service Training | <input checked="" type="checkbox"/> Advisory Committee | <input checked="" type="checkbox"/> Linkage w/other Programs |
| <input type="checkbox"/> Non-Public School Involved     |  | <input checked="" type="checkbox"/> Dissemination            |

**ADDITIONAL RESTRICTIONS OR CONCERNS**



**SUBMITTING ADMINISTRATOR:** \_\_\_\_\_ May 28, 2020  
**Signature** **Date**

**Proposed Project Title:** School Health Center Grant

**Total Amount Requested:** \$1,344,594

**Proposed Grant Receiving Agency:** NHPS-Board of Education

**SECTION IV: PROPOSED PERSONNEL**

List, **individually**, each position proposed by this grant application. If no personnel, please indicate N/A in the chart below

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
1		Management-12 mth	Director-SHCs	7/1/20-6/30/21	Sue Peters	YES	10912
1		Provider-10 mth	Lead Dental Hygienist	8/20/20-6/30/21	TBD	TBD	

**V. PROPOSED CONTRACTS**

List **individually**, each contract that will be prepared by this proposed project. If contractors will not be utilized, please indicate N/A in the chart below.

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
Yale New Haven Hospital	Provide preventive and acute medical and/or mental health services in 5 SHCs	Tri-annually	\$372,289
Cornell Scott Hill Health Center	Provide preventive and acute medical and/or mental health services in 4 SHCs	Tri-annually	\$402,400
Fair Haven Community Health Center	Preventive and acute medical health services in 3 SHCs	Tri-annually	\$195,843
Clifford Beers	Preventive and acute mental health services in 2 SHCs	Tri-annually	\$83,958
Dr. Stephen Updegrove	Medical Director for Riverside SHC	\$70/hr	\$8,000

## **VI. ADDITIONAL INFORMATION:**

### **Please Answer All Questions -- Use Additional Pages if Necessary**

**1. Please state specific goals for this grant or the grant period.**

The SHC program provides acute and preventive medical, mental health and dental care (in 6 sites) services to all enrolled students that help students to be healthy, remain in school, and to be available and ready to learn. It is well known that SHCs reduce missed days from school due to health reasons, promote achievement and ability to learn, improve behavior, and reduce health disparities among our most vulnerable students.

**a. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:**

All our partner health agencies must at least meet or exceed all contract deliverables described in their agreements. There are several layers in place for evaluating the staff performance and quality of services provided to students, staff and families, including:

1. Trimester financial reports (for funded sites), billing revenue reports (all sites);
2. Trimester programmatic reports break down the number of services rendered by diagnosis, enrollment, utilization, staff activities, participation in school committees and impact on student health and educational outcomes with benchmarks;
3. DPH set quality and performance measures with set benchmarks, which each site tracks and reports in the annual RBAs (results based accountability) “report card” for each agency and is approved annually by DPH;
4. Agency performance review with SHC Director at midyear;
5. All agency partners/supervisors are required to serve on the SHC Partner Advisory Committee (meets quarterly with SHC Director) to review and/or develop best practices, policies, and quality improvement initiatives across all SHCs and to collectively address common issues and share successes;
6. Further, there are SHC staff requirements to ensure that SHC staff are engaged partners with the school by sharing their health expertise on core school committees and initiatives (SPMT, SSST, Attendance teams, school wellness committees, SHC advisory committee), and providing school staff with consultations /observations, and offer staff health promotion such as flu clinics, walking groups, and spa days, and they must provide class health education presentations upon request;
7. All sites are also required to distribute a minimum of 50/75 student satisfaction surveys and enter results into Survey Monkey, and a summary report of responses by site/agency are created by the SHC department. School staff surveys were added this year and results were shared with all partners and staff

**All agency partners and site staff have exceeded expectations described for this past school year, continue to provide continuity and to build on the strong relationships developed with administration, staff, students and families as trusted, and reliable front line health professionals in their schools. Further, many of our students depend on the SHCs as their primary care providers, and would not receive care otherwise.**

**2. How does this grant address School Reform goals?**

Student health and wellness status are directly linked to attendance, ability to learn, performance and even graduation rates. As part of school reform goals, the SHC department collaborates with the Youth, Family and Community Engagement, the New Haven Health Department, Student Services, Social Work departments and many community partners and also leads the

District wellness Committee to support the “whole” child (social, emotional and physical health) to help all students to be healthy, and to reach their full potential in school and in life. The SHC department/staff have partnered with NHPS and the school nurses the past few years to address and reduce chronic absenteeism as part of the District’s Attendance Matters! campaign, called “Healthy Attendance Matters! In schools with SHCs, nearly 2,800 students were kept in school because the SHC Nurse Practitioner addressed an urgent health issue in school, and more than 460 student absences were prevented because parents accessed one of our SHC walk in health check services this year.

- 3. Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that is specific and relevant: (Include resume of person(s) providing service for contracts \$10,000 and over)**

The health services provided through our clinics improve attendance, ability to learn, behaviors that interfere with learning, symptoms of trauma, health status and overall wellness. By addressing acute and chronic health/behavioral issues in school by trusted professionals, students are better able to focus and learn and staff can more easily focus on teaching.

## **REQUIRED:**

**A COPY OF THE GRANT APPLICATION MUST BE ATTACHED TO THE ABSTRACT.**



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

May 18, 2020

Yesenia Rivera, NHPS Board of Education President  
New Haven City School District  
54 Meadow Street  
New Haven, CT 06519

Re: Amendment to #2017-0075  
Contract Period: 7/1/17 through 6/30/22  
Contract for: School Based Health Center

Dear Ms. Rivera:

Enclosed is an amendment, DPH Log #2017-0075-2, to the above referenced Contract. The purpose of this amendment is to increase funding due to the Legislative approved Cost Savings Allocation. Please review and return the amendment following the procedure explained below. It is important that the signed/sealed amendment and other required submittals be returned to the department by **May 22, 2020**. You will receive a copy of the amendment to the Contract once it has been executed by the Department.

- **Acceptances and Approval Page:** The individual authorized to sign the Contract must sign the Acceptances and Approval page of the Contract under the "By the Contractor" section, on the line marked "Signature (Authorized Official)" and include the signer's official title and signature date. Contract signing will be processed via the DocuSign eSignature process.
- **Certification Requirements:** On July 13, 2006, Governor M. Jodi Rell issued Executive Order No. 7C which repealed Executive Orders No. 7, 7A, and 7B in their entirety. Effectively the certification requirements of Executive Order No. 7B were adopted by and incorporated into 7C. Certification requirements of Executive Order 7C were expanded to include a Campaign Contribution Certification, Consulting Agreement Certification, and an annual gift/campaign contribution recertification for all state contracts between state agencies and **private** entities with a value of \$50,000 or more in a calendar or fiscal year. Public Act 11-229 made changes to filing requirements, timelines and certification language effective October 1, 2011. Re-Certification forms are required anytime there is a change in the filed information.

Blank forms are included in a file attached with the Contract in the Portal. Please complete the initial form if you do not already have a current form on file with the State and retain the



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remaining forms for future use. For further information please feel free to contact us or visit the Office of Policy and Management website at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806). Submit completed/signed certifications to the Portal, BizNet, or in hardcopy to the Department. Portal and Certification upload instructions are available at [https://www.core-ct.state.ct.us/financials/scm/doc/SCMT\\_13\\_Budget\\_Workbook\\_Job\\_Provider\\_Entity\\_Information.docx](https://www.core-ct.state.ct.us/financials/scm/doc/SCMT_13_Budget_Workbook_Job_Provider_Entity_Information.docx). BizNet account and upload instructions are available at <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.

Because the term of this Contract exceeds one year, Gift and Campaign Contribution Re-Certification form(s) are included in the attachment package to provide the required annual update(s). The Re-Certification forms are identical to the regular Gift and Campaign Contribution Certification forms except the "Annual Update...." box is checked rather than the "Initial...." box. **Annual update forms must also be signed, dated and either submitted to the Portal, BizNet, or returned to the Department by the date indicated in the Contract payment schedule to prevent withholding of future Contract payments.**

- **Document Submission:** Certifications, Affidavits, and supplemental information requiring submission may be submitted on-line or in hard copy to the Department. For on-line submission, items may be submitted to the Portal or to the DAS Biznet system, however submission to the Portal is encouraged.

If submitted to the Portal, Certifications (Nondiscrimination, Gift/Campaign, Consulting Agreement, Iran), Insurance documentation, and CHRO documentation are for statewide consumption and must be submitted on the "Entity Certifications" tab of the "Provider Entity Information" menu item. All other attachments and invoices are Department and contract specific and must be submitted on the "Attachments" tab of the "Provider Program Information" menu item.

Thank you for your cooperation.

Sincerely,

Brenda L. West  
Fiscal Administrative Officer  
Contracts and Grants Management Section

cc: Christine Velasquez  
Sue Peters- New Haven City School District





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New Haven City School District  
#2017-0075-2 / SBHC  
7/01/17 - 6/30/22



# State of Connecticut Department of Public Health Contract Amendment

**Contract No.: #2017-0075**  
**Amendment No.: #2017-0075-2**  
**Term of Contract: 07/01/2017 - 06/30/2022**

The Contract between New Haven City School District (the Contractor) and the Department of Public Health (the Department) which was executed by the parties on June 20, 2017 and subsequently amended on June 11, 2019 is hereby further amended as follows:

1. Effective July 1, 2019, funding provided to the Contractor under this Contract in Funding Periods Three, Four, and Five for State Fiscal Years 2020, 2021 and, 2022 will be increased by the amount of \$11,736 as follows:
  - a) Cost Savings Adjustment in the amount of \$4,164, comprised of:
    - i. \$3,912 in Funding Period Three, State Fiscal Year 2020;
    - ii. \$3,912 in Funding Period Four, State Fiscal Year 2021;
    - iii. \$3,912 in Funding Period Five, State Fiscal Year 2022.
2. Part I, Section A Subsection A.1(1) (General Terms and Conditions) of the original contract is hereby deleted and replaced as follows:
  - 1) The Contractor shall provide services in New Haven for the Program described in detail, as follows. Such services shall be provided in accordance with the requirements of this Subsection A.1, program specific Part I, Section A, Subsection A.2, and Part II of this Contract.
3. Part 1, subsection A.1(3)(d) (Budget and Funding), of the original Contract, is hereby deleted and replaced as follows:
  - d) Future Funding Period Budgets, if not included in Section B of this Part I, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.
3. Funding Provided to the Contractor under this Contract in Funding Periods One, Two, and Three for State Fiscal Years 2020 thru 2022 will be increased by the amount of \$11,736.
4. Part 1, subsection A.1(3)(e) (Budget and Funding), of the original Contract, as previously amended is hereby deleted and replaced as follows:
  - e) Funds for this Contract are provided from the following sources:

SID	Fund Description /CFDA#	Year	Amount
17019	School Based Health Clinic	1	\$1,211,004
21531	Maternal & Child Block Grant	1	\$137,500
17019	School Based Health Clinic	2	\$1,203,182
21531	Maternal & Child Block Grant	2	\$137,500



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New Haven City School District  
 #2017-0075-2 / SBHC  
 7/01/17 - 6/30/22

17019	School Based Health Clinic	3	\$1,207,094
21531	Maternal & Child Block Grant	3	\$137,500
17019	School Based Health Clinic	4	\$1,207,094
21531	Maternal & Child Block Grant	4	\$137,500
17019	School Based Health Clinic	5	\$1,207,094
21531	Maternal & Child Block Grant	5	\$137,500

5. Part 1, subsection A.1(4)(a) (Maximum Payment), of the original Contract, as previously amended is hereby deleted and replaced as follows:

**a) Maximum Payment**

- i. The total maximum payment for Funding Period 1 shall not exceed \$1,348,504.
- ii. The total maximum payment for Funding Period 2 shall not exceed \$1,340,682.
- iii. The total maximum payment for Funding Period 3 is changed from \$1,340,682 to \$1,344,594.
- iv. The total maximum payment for Funding Period 4 is changed from \$1,340,682 to \$1,344,594.
- v. The total maximum payment for Funding Period 5 is changed from \$1,340,682 to \$1,344,594.
- vi. The total aggregate amount of payment made under this Contract shall not exceed \$6,722,968

6. Part 1, subsection A.1(4)(b) (Payment and Payment Schedule), of the original Contract, as previously amended for Funding Periods Three through Five is hereby deleted and the following is substituted in lieu thereof:

**b) Payment and Payment Schedule**

Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor

**Funding Period THREE: 07/01/2019 to 06/30/2020**

Payment #	Max. Amount	Payment Conditions	Not Before:
9	\$335,171 (paid)	At the beginning of Third Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
10	\$335,171 (paid)	Upon receipt and approval by the Department of the Final Reports and any refund due the Department from the prior contract for the same services as those provided under the terms of this Contract	November 1
11	\$335,170 (paid)	On or after February 1 <sup>st</sup>	February 1



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7/01/17 - 6/30/22

Payment #	Max. Amount	Payment Conditions	Not Before:
12	\$335,170 (paid)	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	April 1
13	\$3,912	Upon execution of Contract Amendment #2	May 1

**Funding Period FOUR: 07/01/2020 to 06/30/2021**

Payment #	Max. Amount	Payment Conditions	Not Before:
14	\$336,149	At the beginning of Fourth Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
15	\$336,149	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
16	\$336,148	On or after February 1 <sup>st</sup>	February 1
17	\$336,148	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	May 1

**Funding Period FIVE: 07/01/2021 to 06/30/2022**

Payment #	Max. Amount	Payment Conditions	Not Before:
18	\$336,149	At the beginning of Fifth Funding Period of the Contract and annual update of Ethics Affidavits and Certifications for State Contacts and Nondiscrimination forms	July 1
19	\$336,149	Upon receipt and approval by the Department of the Final Reports and any refund due to the Department from the previous Contract Funding Period	November 1
20	\$336,148	On or after February 1 <sup>st</sup>	February 1
21	\$336,148	Upon receipt and approval by the Department of the second reports from the current Contract Funding Period	May

7. Funds shall be distributed to various budget line items, as outlined in Part I, Section B (Budget) as amended. (See Section 9 of this Amendment.)
8. All provisions of this Contract, as hereby and previously amended, except those provisions specifically changed by this or prior amendments shall remain in full force and effect.

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New Haven C  
#201

9. Amended Section B – Budget:

Funding Period: 3/2019-07-01/2020-06-30

Approval Date & Time: 2020-03-26T11:20:52-0400

Approver: DPH-West Brenda



Account Number and Description	SID	Project	SBHC	SubK-17019	SubK-21531	Total
<b>Budget Amount</b>						
<b>4000 INCOME</b>			<b>254,706.00</b>	<b>952,388.00</b>	<b>137,500.00</b>	<b>1.3</b>
- 4100 CONTRACT FUNDING			254,706.00	952,388.00	137,500.00	1.3
- 4101 State Funds	17019	DPH17019SCHLBSD	254,706.00	952,388.00	0	1.2
- 4102 Federal/Other Funds	21531	DPH21531CON2019	0	0	34,375.00	
- 4102 Federal/Other Funds	21531	DPH21531CON2020	0	0	103,125.00	1
<b>5000 DIRECT EXPENSES</b>			<b>254,706.00</b>	<b>952,388.00</b>	<b>137,500.00</b>	<b>1.3</b>
- 5100 SALARIES			153,949.00	0	0	1
- 5101 Staff Salaries & Wages			153,949.00	0	0	1
- 5200 FRINGE BENEFITS			40,229.20	0	0	
- 5400 CONTRACTUAL SERVICES			0	952,388.00	137,500.00	1.0
- 5403 Contracted Workers-Non-Payroll			0	952,388.00	137,500.00	1.0
- 5500 TRANSPORTATION			5,500.00	0	0	
- 5501 Staff Travel Reimbursement			5,500.00	0	0	
- 5600 MATERIALS AND SUPPLIES			52,027.80	0	0	
- 5602 Lab & Medical Supplies			9,912.00	0	0	
- 5603 Equipment (Less than \$5,000)			3,000.00	0	0	
- 5607 Outreach/Program Supplies			5,000.00	0	0	
- 5660 Other Materials			34,115.80	0	0	
- 5900 OTHER EXPENSES			3,000.00	0	0	
- 5905 Staff Training			3,000.00	0	0	
<b>Budget Total</b>						
<b>INCOME / EXPENSE SUMMARY</b>						
- TOTAL INCOME			254,706.00	952,388.00	137,500.00	1.3
- TOTAL EXPENSES			254,706.00	952,388.00	137,500.00	1.3
- EXCESS / SHORTAGE			0	0	0	
<b>CONTRACT MANAGEMENT INFO</b>						
- CONTRACT FUNDING PERCENTAGE			100	100	100	
- A&G PERCENTAGE			0	0	0	

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New Haven City School District  
#2017-0075-2 / SBHC  
7/01/17 - 6/30/22



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[ ] Original Contract: #2017-0075  
[ X ] Amendment # 2  
(For Internal Use Only)

**The Contractor herein IS NOT a Business Associate under HIPAA\*:**

**ACCEPTANCES AND APPROVALS:**

**By the Contractor:**

**New Haven City School District**

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

**Yesenia Rivera**

**NHPS Board of Education President**

(Typed Name of Authorized Official)

(Title)

**By the Department:**

Department of Public Health

(Department Name)

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

Title

**By the Connecticut Attorney General:**

( X ) This Contract having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated: [06/29/2015], as may be amended from time to time.

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

Title



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Name of DPH Contact Person: **Brenda L. West**, Contracts Management Unit

DPH Contract Log: **2017-0075**

**Certification Regarding Lobbying Activities**

The undersigned certifies to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification(1. and 2. above) be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under federal grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Contractor Authorized Signature

Date

Resenia Rivera, NHPS Board of Education President  
Typed Name and Title

**NOTE: THIS CERTIFICATION MUST BE SIGNED AND RETURNED TO THE DPH INDIVIDUAL DESIGNATED BEFORE A CONTRACT INCLUDING FEDERAL FUNDS WILL BE EXECUTED.**

Rev. 5/25/2011

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**DISCLOSURE OF LOBBYING ACTIVITIES**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure)

<b>1. Type of Federal Action</b>	<b>2. Status of Federal Action</b>	<b>3. Report Type</b>
<input type="checkbox"/> a. contract	<input type="checkbox"/> a. bid/offer/application	<input type="checkbox"/> a. initial filing
<input type="checkbox"/> b. grant	<input type="checkbox"/> b. initial award	<input type="checkbox"/> b. material change
<input type="checkbox"/> c. cooperative agreement	<input type="checkbox"/> c. post award	<b>for material change only</b>
<input type="checkbox"/> d. loan		year _____ quarter _____
<input type="checkbox"/> e. loan guarantee		date of last report
<input type="checkbox"/> f. loan insurance		

**4. Name and Address of Reporting Entity:** \_\_\_\_\_  
 \_\_\_\_\_  
 Prime     Subawardee  
 Tier \_\_\_\_\_, if known:

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**6. Federal Department/Agency:** \_\_\_\_\_  
 \_\_\_\_\_

**7. Federal Program Name/Description:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**8. Federal Action Number, if known:** \_\_\_\_\_

**9. Award Amount, (if Known):**  
 \$ \_\_\_\_\_

**10. a. Name and Address of Lobbying Entity (of individual, last name, first name, MI):**  
 \_\_\_\_\_  
 \_\_\_\_\_

**10. b. Individuals Performing Services (including address of different from No.10a) (last name, first name, MI):**  
 \_\_\_\_\_  
 \_\_\_\_\_

(attach Continuation Sheet(s) SF-LLL-A if necessary)

**11. Amount of Payment (check all that apply):**  
 \$ \_\_\_\_\_  actual     planned

**12. Form of Payment (check all that apply):**

<input type="checkbox"/> a. Cash	<input type="checkbox"/> a. retainer
<input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<input type="checkbox"/> b. one-time fee
	<input type="checkbox"/> c. commission
	<input type="checkbox"/> d. deferred
	<input type="checkbox"/> e. other, specify _____

**13. Type of Payment (check all that apply):**

**14. Brief Description of Services Performed or to be Performed or to be performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:**  
 \_\_\_\_\_

**15. Continuation Sheet(s) SF-LLL-A attached:**     Yes     No

**16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.**  
 Federal Use Only

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_    Date: \_\_\_\_\_

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 Standard Form-LLL



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## Appendix C to Part \_\_\_\_ - Contract Clause

## NEW RESTRICTIONS ON LOBBYING

(a) Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- 1) The awarding of any Federal contract;
- 2) The making of any Federal grant;
- 3) The making of any Federal loan;
- 4) The entering into of any cooperative agreement; and,
- 5) The extension, continuation, renewal, amendment, or modification of any
- 6) Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- 1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- 2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- 3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- 4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment": means, with respect to professional and other "technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b) (2) (i) (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:





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agency's use.

(D) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

- 1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- 2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
- 3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (b) (2) (I) of this section are allowable under paragraph (b) (2) (I).

(ii) Professional and technical services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contractor or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (b) (2) (ii) (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (b) (2) (ii) of this section are allowable under paragraph (b) (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving the Federal contract.

(B) For purposes of paragraph (b) (2) (iv) (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (b) (2) (iv) of this section are allowable under paragraph (b) (2) (iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in \_\_\_\_\_, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.



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- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c) (2) of this section. An event that materially affects the accuracy of the information reported includes:
- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - (iii) A change in the officer(s), employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (c) (2) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) (a) of this section. That person shall forward all disclosure forms to the agency.
- (d) Agreement. In accepting any contract resulting from this solicitation, the person submitted the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties.
- (1) Any person whom makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
  - (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - (3) Contractors may relay without liability on the representations made by their subcontracts in the certification and disclosure form.
- (f) Cost allow-ability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.