



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Chief Operating Officer, Thomas Lamb
Date: May 10, 2021
Re: Yale New Haven Health – Temporary Space Use Agreement
Strong School 130 Orchard St

Contractor Name: Yale New Haven Health

Contractor Address: 789 Howard Ave, New Haven, CT 06510

Is the contractor a Minority or Women Owned Small Business? No

Renewal or Award of Contract/Agreement? Renewal

Total Amount of Contract/Agreement and the Hourly or Service Rate: N/A

Contract or Agreement #: N/A

Funding Source & Account #: N/A

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:**
The Strong School site will be a valuable collection site in the effort to continue to reduce the spread of Covid-19 infection. The close proximity to the YNHH York Street and St Rafael campuses and its ability to serve the Hill and West River communities make the location strategically important in the fight against Covid-19.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:**
Yale New Haven Hospital has been asked by the State of Connecticut to assist in rapidly increasing the number persons tested daily and weekly for Covid-19 as the state begins reopening procedures.
- 3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?**
Renewal

4. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?**

This agreement has no cost.

5. **If this Contractor is New has cost for service increased from previous years? If yes, by how much? N/A**

6. **Is this a service existing staff could provide? Why or why not?**

No, we are allowing the Contractor to utilize Strong School for Covid Related testing.

LEASE COMPLIANCE ATTESTATION

The undersigned Leasing Party has or wishes to enter into a leasing transaction with a Yale New Haven Health System affiliate (YNHHS), either as landlord, tenant, sublandlord or subtenant, for the Premises identified below.¹ As an inducement to cause YNHHS to negotiate and pursue such transaction, the Leasing Party hereby attests and represents to YNHHS as follows (**A. and B. and C. must be completed**):

A. Is this a Lease with a physician or other referral source? (at least one of the following must be checked):

- YES – The Leasing Party is:
 - 1. A physician or physician group;
 - 2. Owned directly or indirectly by a physician(s) or physician group
 - 3. A direct or indirect owner of a physician group;
 - 4. An immediate family member of the Leasing Party is either (i) a physician or (ii) a direct/indirect owner of physician group;
 - 5. A health care provider (non-physician) or other entity that is in a position to refer patients to, or receive referrals from, the YNHHS affiliate that is a party to the Lease.
- NO – The Leasing Party is none of the above.

B. Is this a Lease with a disqualified person (DQP)? (at least one of the following must be checked):

- YES – The Leasing Party is:
 - 1. A current or former (*within the past 5 years*) officer or director/trustee of a YNHHS entity;
 - 2. A family member of (1) above; or
 - 3. An entity owned or controlled (35% or more) by an individual described above.
- NO – the Leasing Party is none of the above.

C. Is this a Lease with a person with substantial influence?*(at least one of the following must be checked):

- YES – The Leasing Party is:
 - 1. A person with authority over expenditures or who manages any portion of a YNHHS entity;
 - 2. A person or entity who contributed >\$5,000 to a YNHHS entity within the past 5 years;
 - 3. A family member of (1) or (2) above; or
 - 4. An entity owned or controlled (35% or more) by an individual described above.
- * If YES based on any of the above, YNHHS LRSD to determine whether Leasing Party is a DQP.
YNHHS LRSD Initials Required – YNHHS LRSD Analysis Attached: _____ Yes a DQP _____ Not a DQP
- NO – The Leasing Party is none of the above.

LEASING PARTY: <u>City of New Haven</u> <small>[Print name of Leasing Party]</small>	
Signature: <u>[Signature]</u>	Premises Address: <u>130 Orchard St</u>
Print Name: <u>JUSTIN ELICKER</u>	Landlord/Sublandlord: <u>City of New Haven</u>
Title: <u>Mayor</u>	Tenant/Subtenant: <u>Yale New Haven Health</u>
Date: <u>7/24/20</u>	
Phone / Email: _____ / _____	

For YNHHS Real Estate Department Use Only	
If Lease with physician or other referral source (Section A above):	
<input type="checkbox"/> FMV Opinion Obtained (Broker's Letter, Appraisal Report or Broker's Opinion of Value)	
<input type="checkbox"/> FMV Opinion Not Required because (LRSD Approval must be obtained for this option): _____	
If lease with DQP (Sections B and C above):	
<input type="checkbox"/> FMV Opinion Obtained (Broker's Letter, Appraisal Report or Broker's Opinion of Value)	
<input type="checkbox"/> Board Approval Obtained on: _____ (insert date of Board approval)	

¹ This Attestation is not required for leases between YNHHS entities (e.g., BH-NEMG), for leases with Yale Medicine/Yale University. For residential leases, use the Residential Housing Lease Compliance Attestation (attached to Residential Lease Approval Form, Doc. #11812).

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YYYY)
07/10/2020

PRODUCER

MCIC VERMONT (A RECIPROCAL RISK RETENTION GROUP)
76 St. Paul Street
BURLINGTON, VT 05402-1530

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	MCIC VERMONT (A RECIPROCAL RISK RETENTION GROUP)
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

Yale-New Haven Health Services Corporation
20 York Street
New Haven, CT 06510

NOTICE: This policy is issued by your reciprocal risk retention group. Your reciprocal risk retention group may not be subject to all of the Insurance laws and regulations of your State. State insurance solvency guaranty funds are not available for your reciprocal risk retention group.

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PR1120	01/01/2020	12/31/2020	GENERAL AGGREGATE: None
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.: None
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL and ADV.INJURY: \$ 2,500,000
	<input type="checkbox"/> OWNERS and CONTRACTOR'S PROT.				EACH OCCURRENCE: \$ 2,500,000
	<input type="checkbox"/> PROFESSIONAL LIABILITY				FIRE DAMAGE (Any one fire): \$ 1,000,000
					MED. EXPENSE (Any one person):
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT: \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person): \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident): \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE: \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
A	EXCESS LIABILITY	EX1120B	01/01/2020	12/31/2020	EACH OCCURRENCE: \$ 2,500,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE: \$ 2,500,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKERS COMPENSATION AND LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT: \$
					DISEASE-POLICY LIMIT: \$
					DISEASE-EACH EMPLOYEE: \$
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

The New Haven Public Schools, 54 Meadow Street, New Haven, CT and City of New Haven, 200 Orange Street, New Haven, CT; are additional insureds as required by written contract and as their interests may appear in relation to the Insured's temporary use of space and parking at the The Strong School, 130 Orchard Street, New Haven CT, for public COVID testing purposes.

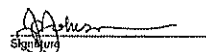
CERTIFICATE HOLDER

The New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER 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.

AUTHORIZED REPRESENTATIVE:


Signature



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
7/10/2020

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

AGENCY Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com		PHONE (A/C, No, Ext): 404-460-1401	COMPANY XL Insurance America, Inc. 70 Seaview Avenue Stamford CT 06902	
FAX (A/C, No): 770-870-3031	E-MAIL ADDRESS: cjoyner@beechercarlson.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER US00027516PR20A
INSURED Yale New Haven Health Services Corporation 789 Howard Avenue New Haven CT 06519		EFFECTIVE DATE 5/9/2020	EXPIRATION DATE 5/9/2021	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

RE: Proof of coverage for the Insured's personal property while temporarily located at The Strong School, 130 Orchard Street, New Haven, CT.

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Direct physical loss or damage from special perils subject to policy terms, conditions and exclusions. Boiler & Machinery included.					1,000,000,000	See Attached

REMARKS (Including Special Conditions)

Waiver of Subrogation applies where required by written contract.

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.

ADDITIONAL INTEREST

NAME AND ADDRESS The New Haven Public Schools 54 Meadow Street New Haven CT 06519	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Beecher Carlson Insurance Services, LLC</i>			
Beecher Carlson Insurance Services, LLC			

ACORD 27 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Beecher Carlson Insurance Services		NAMED INSURED Yale New Haven Health Services Corporation 789 Howard Avenue New Haven CT 06519	
POLICY NUMBER US00027516PR20A		EFFECTIVE DATE: 5/9/2020	
CARRIER XL Insurance America, Inc.	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 27 FORM TITLE: Evidence of Property (03/16)

ADDITIONAL INTEREST: The New Haven Public Schools

ADDRESS: 54 Meadow Street New Haven CT 06519

KEY SUBLIMITS

-\$250,000,000 Earth Movement, per occurrence and in the annual aggregate, except not to exceed the following per occurrence and annual aggregate limits, which are a part of and not in addition to this general Earth Movement aggregate limit:
 -NCP for all loss arising from "damage" in California, Alaska, Hawaii, Puerto Rico
 -\$25,000,000 for all loss arising from "damage" in US Pacific Northwest Seismic Zone
 -\$25,000,000 New Madrid Seismic Zone
 -\$10,000,000 Contingent Time Element
 -\$25,000,000 Newly Acquired Locations
 -\$10,000,000 Unnamed/Unreported Locations, Errors and Omissions combined
 -\$250,000,000 Flood, per occurrence and in the annual aggregate, except not to exceed the following per occurrence and annual aggregate limits, which are a part of and not in addition to this general Flood aggregate limit:
 -\$50,000,000 for all loss arising from "damage" in High Hazard flood zones
 -\$75,000,000 for all loss arising from "damage" in Moderate Hazard flood zones
 -\$25,000,000 Newly Acquired Locations
 -\$10,000,000 Unnamed / Unreported Locations, Errors and Omissions combined
 -\$10,000,000 Contingent Time Element including Royalties and Attraction Properties combined
 Note: Other sublimits may apply as per policy terms and conditions

Deductibles:

All Other Peril Deductible:
 -\$100,000

-Earth Movement:

\$100,000 Earth Movement
 except for all loss arising from damage in:
 New Madrid Seismic Zone and Pacific Northwest Seismic Zone, a
 combined, per "occurrence" deductible calculated as follows:
 Property Damage: Two percent (2%); plus,
 Time Element: Two percent (2%)
 Subject to a combined minimum of \$100,000 per occurrence.

-Flood:

\$100,000 Flood, except for all loss arising from damage in High Hazard flood zones where the following deductibles shall apply:
 Within the United States of America: The maximum amount recoverable through the National Flood Insurance Program (whether purchased or not) or \$500,000 per location, whichever is greater.
 In addition, a \$500,000 per occurrence applies for the following location:
 150 Sargent Drive, New Haven, CT

-Named Storm:

The following deductible applies to Tier one Wind as defined on the proposed policy:
 Property Damage: Five percent (5%); plus,
 Time Element: Five percent (5%)
 Subject to a combined minimum of \$100,000 per Location.

-Equipment Breakdown:

Property Damage: \$100,000 per occurrence
 Time Element: 24 hours
 Other deductibles may apply as per policy terms and conditions.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T 203 946 8200 F 203 946 7683
www.CityofNewHaven.com



22 MAY 2020

MEMORANDUM

**RE: NOTIFICATION OF INTENT TO USE STRONG 21ST COMMUNICATIONS
MAGNET SCHOOL**

Dear Attorney Pinto:

Please allow this letter to serve as notification that in accordance with Section 6.1 of the Emergency Operations Plan of the City of New Haven that effective immediately and until such time as it is no longer needed to respond to the ongoing health crisis caused by the COVID-19 virus, the City intends to utilize the parking lot of Strong School located at 130 Orchard Street, to wit:

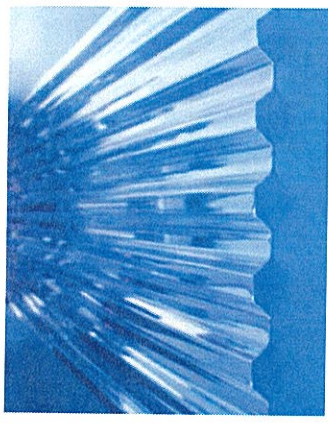
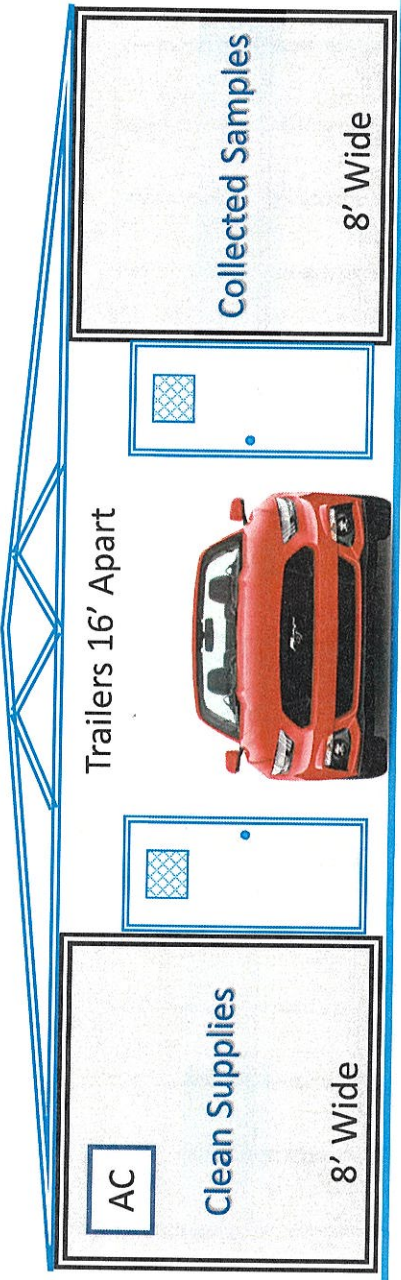
- OUTDOOR PARKING LOT USE ONLY;
- MONDAY through SUNDAY, 8am to 4pm, as staffing allows and as demand requires;
- On-site COVID-19 testing and related outreach.

Thank you,

A handwritten signature in blue ink, appearing to read "Justin Elicker".

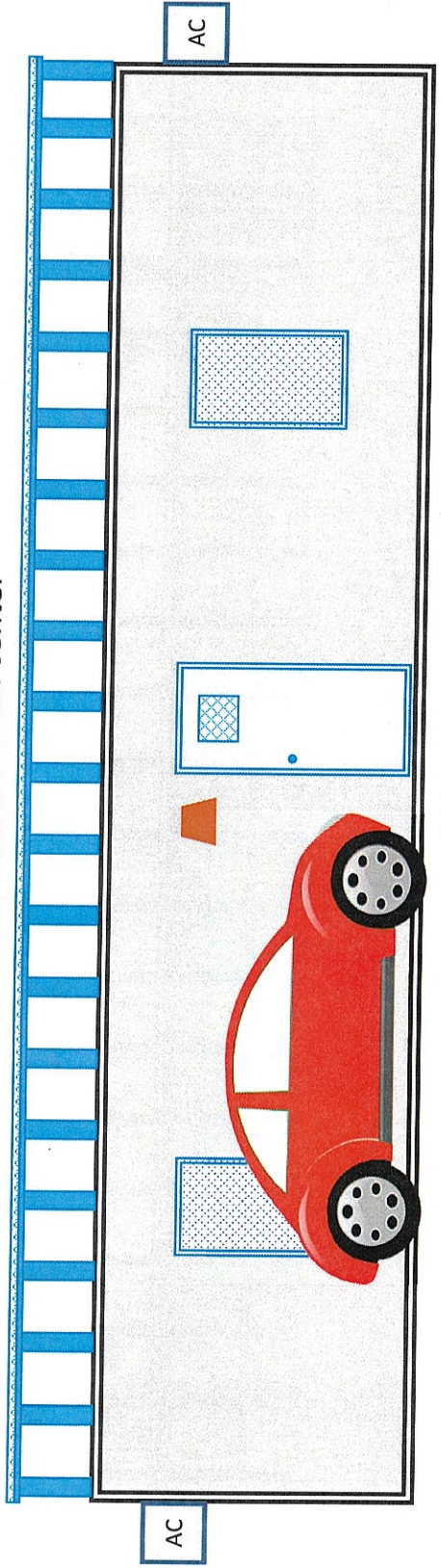
Justin Elicker
Mayor

24' Truss with CLEAR PVC Roofing



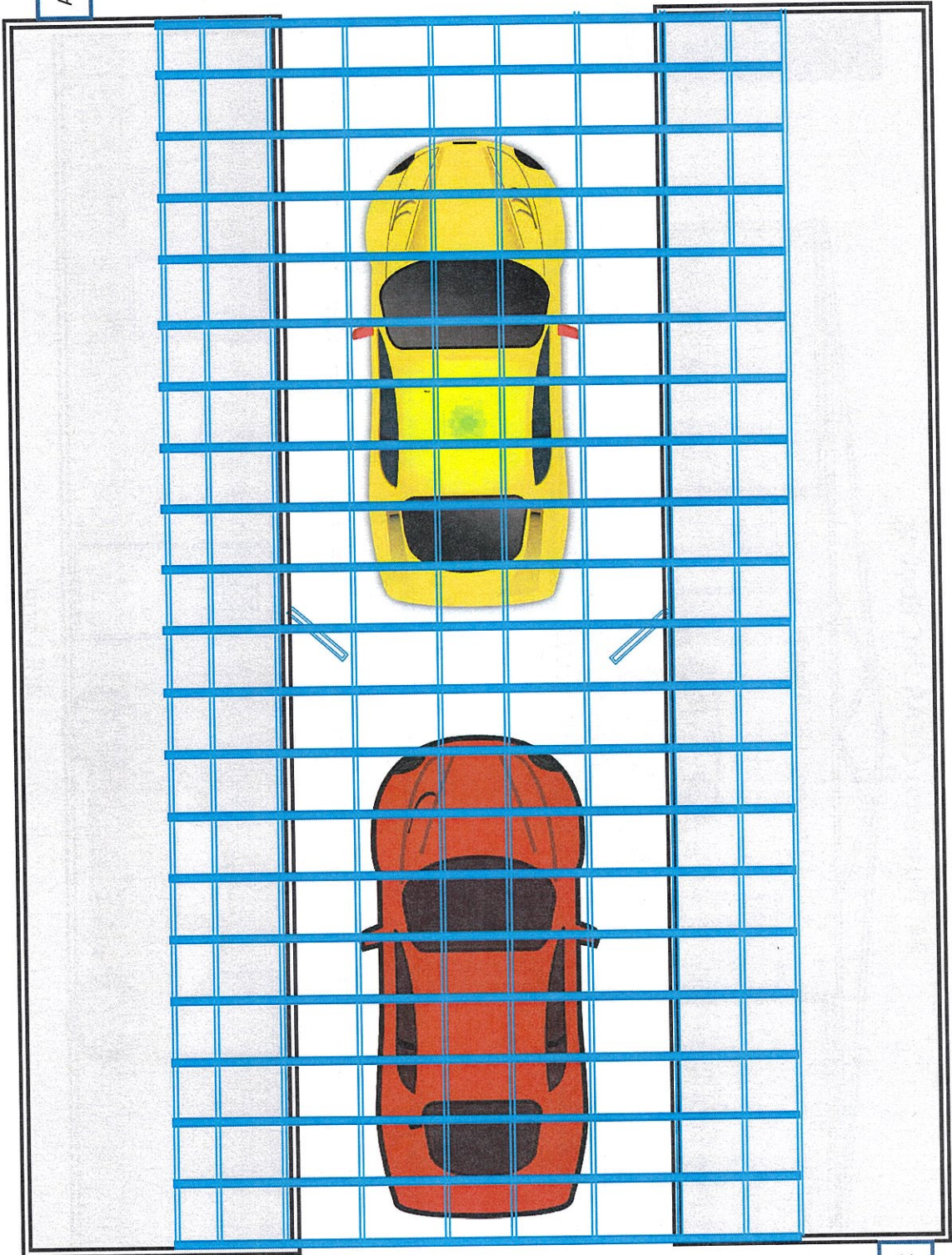
Clear PVC Roof

Roof Truss 24" on center



40' Long

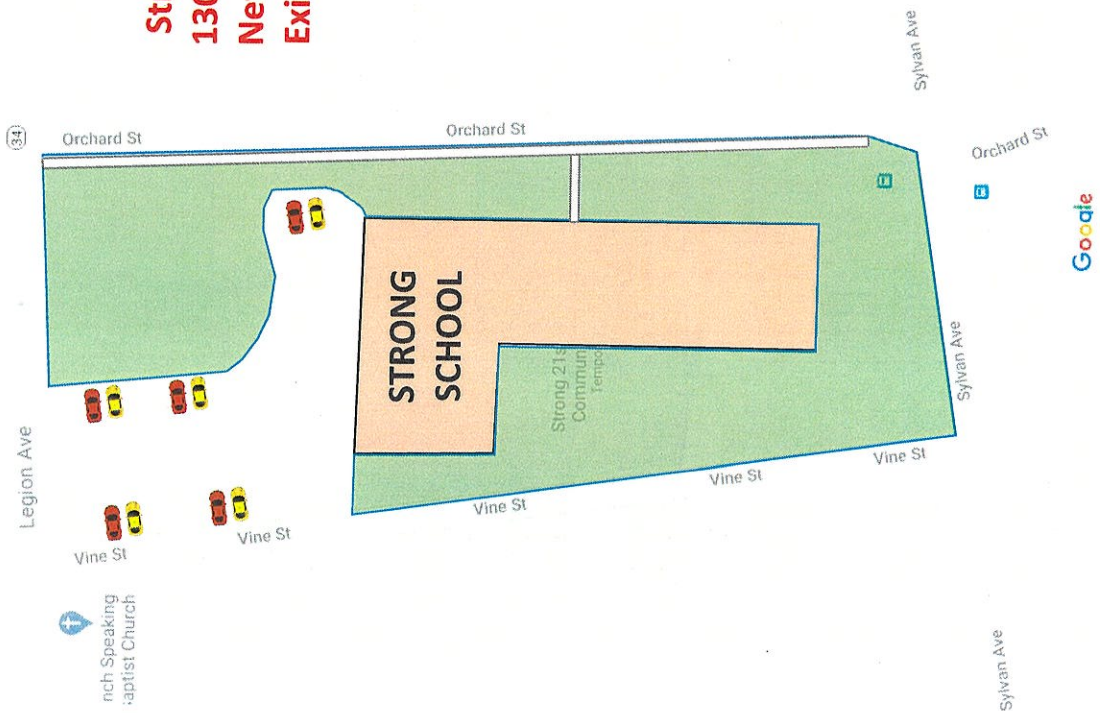
AC

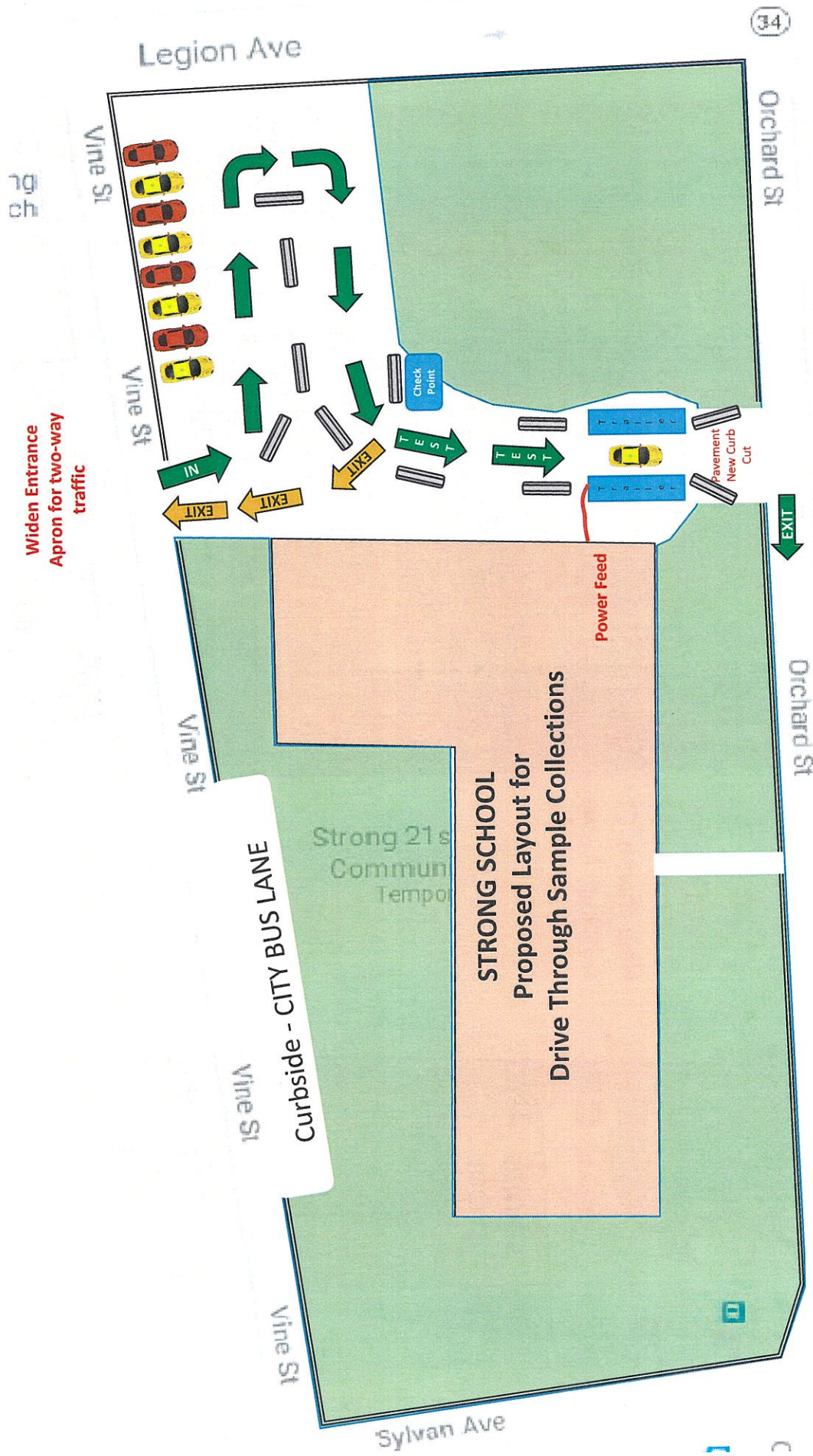


AC



**Strong School
130 Orchard St
New Haven, CT
Existing Layout**





Widen Entrance Apron for two-way traffic

Curbside - CITY BUS LANE

STRONG SCHOOL
Proposed Layout for
Drive Through Sample Collections

Power feed

34

Legion Ave

Orchard St

Vine St

Vine St

Vine St

Vine St

Vine St

Sylvan Ave

Orchard St

Strong 21st
Commun
Tempo

Temporary Space Use Agreement

**The Strong School
130 Orchard Street
New Haven, CT**

This Temporary Space Use Agreement (“Agreement”) is made and effective as of July 20th, 2020 by and between the City of New Haven (as “Licensor”) and Yale New Haven Health Services Corporation (as “Licensee”).

Whereas, Licensor and Licensee are acting in a cooperative manner to identify appropriate space to serve as a specimen collection center for the public during the COVID-19 pandemic; and

Whereas, Licensor possesses certain space within the premises known as The Strong School (the “Building”), which is a former public school building with associated grounds and which is located at 130 Orchard Street, New Haven, CT (such portions of the Building and its associated grounds, including parking areas, designated by Licensor, the “Premises”); and

Whereas, Licensor and Licensee agree that certain space within the Premises may be appropriate to repurpose during the COVID-19 emergency to serve as a specimen collection center for the general public; and

Whereas, Licensee wishes to utilize certain of Licensor’s space, grounds and services, as and to the extent set forth herein, and Licensor wishes to grant Licensee the right to use the same, all pursuant to the terms and conditions of this Agreement.

Now, therefore, Licensor and Licensee agree as follows:

1. Space. Licensor hereby grants Licensee the right to use the space in the Premises shown on Exhibit A and as described on Exhibit B, both of which are attached hereto and incorporated herein (which space shall hereinafter be referred to as the “Space”). Licensee shall have reasonable access to the Space through portions of the common areas within the Premises as designated by Licensor from time to time for Licensee’s agents, patients and invitees.

2. Use.

(a) The Premises shall be used by Licensee solely for specimen collection services related to COVID-19. Licensee shall also have the right to use those certain common areas within the Premises and grounds designated by Licensor, including lavatories, during the schedule of use set forth on Exhibit B.

3. Intentionally Omitted.

4. Utilities. Licensee shall have the benefit of the utilities currently available at the Space as reasonably necessary for Licensee. Licensor will provide electricity, heat and air

conditioning, water and sewer to the Space through existing facilities, in accordance with the schedules and policies in effect from time to time for the Premises. Licensor shall provide maintenance and repair services for the Space in accordance with Licensor's policies and procedures for such services at the Premises, as in effect from time to time. Licensor shall further repair, maintain and replace as necessary the Space, the Premises and the Building, and the systems therein, including but not limited to the roof, foundation, structural columns, beams, load bearing walls and façade of the Building. Licensor shall also maintain the sidewalks, parking areas and entryways on and around the Building in a safe condition and free and clear of snow, ice and other obstructions, including trash. Subject to the provisions of paragraph 9(c) hereof, Licensee shall be responsible for any repairs necessitated as a result of any negligent or willful acts of Licensee or Licensee's agents, patients or invitees, to the extent not covered by policies of insurance maintained (or required to be maintained pursuant to the terms of this Agreement) by Licensor or the owner of the building in which the Premises are located.

5. Reimbursement of Costs. Licensor shall not charge Licensee for the use of the Space. Licensee shall reimburse Licensor for the costs of Services provided by Licensor and/or by third party vendors as detailed in Exhibits B.

Licensee shall further reimburse Licensor for excess utilities costs, if any, for utilities including electricity, natural gas, water and sewer. "Excess Utilities Costs" means and shall be limited to additional utilities costs incurred by the Licensor beyond the three year average for such utilities for the 2016-2017, 2017-2018, and 2018-2019 fiscal years as detailed in Exhibit B.

6. Term. This Agreement shall be effective upon signature, but occupancy of the Space shall commence upon notice to Licensor as set forth on Exhibit B. This agreement shall terminate six months after execution, unless extended by mutual agreement of the parties.

7. Termination. This Agreement may be terminated by either party on ten days prior written notice, or at any time upon mutual written agreement between the parties. In addition, and notwithstanding the foregoing, in the event that either party shall default in performing any of said party's obligations under this Agreement (the "Breaching Party"), and such default shall continue for a period of three (3) days after receipt of written notice thereof given by the other party (the "Non-Breaching Party"), then, in addition to any other remedies available to such Non-Breaching Party, the Non-Breaching Party may terminate this Agreement on two (2) days prior written notice.

8. Billing for Clinical Services. Licensor shall not bill or collect for any services rendered by Licensee in the Space. Licensee shall be exclusively responsible for billing and collecting to the extent appropriate based on the nature of the services.

9. Insurance.

(a) Licensee covenants and agrees that so long as this Agreement is in effect, Licensee, at Licensee's expense, will provide and keep in force the following policies of insurance: (1) commercial general liability insurance insuring Licensee against claims for bodily

injury or property damage arising out of or connected with the Premises or the use thereof. Such liability policy shall have limits not less than a combined single limit of \$5,000,000, have a broad form contractual liability endorsement; and (2) all risk property insurance, covering the full replacement cost of Licensee's Personal Property in the Space, if any. Such property damage policy shall include a waiver of subrogation clause in favor of Licensor. Certificates evidencing such insurance shall be provided to Licensor promptly upon request, or, in the alternative, Licensee may provide evidence of insurance by providing Licensor with access to an on-line memorandum of such insurance. Notwithstanding the foregoing, Licensee shall be permitted to utilize a program of self-insurance for all or any portion of the minimum limits required hereunder.

(b) Licensor, at its expense, shall maintain (i) an all Special Form Causes of Loss insurance policy on the Premises insuring the full replacement value and (ii) a policy of commercial general liability and property damage insurance, with a combined single limit of \$5,000,000 and a broad form contractual liability endorsement.

(c) Notwithstanding any other provision of this Agreement, each party hereby waives any and all rights to recover against the other or against the officers, employees, agents or representatives of such other party for damage to or loss of such waiving party's property or the property of others under its control, arising from any cause insured against under such party's insurance policies, provided such waiver is permitted by each party's insurance policy or by endorsement thereon without invalidation of the policy.

10. Intentionally omitted.

11. Condition of Space. Licensee hereby expressly acknowledges that Licensee has inspected the Space and is fully familiar with the physical condition thereof. Licensee agrees to accept the Space in an "as is" condition. Licensor has made no representations or warranties whatsoever, with respect to the Space and the Services, other than those, if any, expressly set forth in this License. Licensor shall have no obligation, duty, responsibility or liability (a) as to, or in connection with the preparation of, the Space for use by Licensee, its patients or invitees, (b) to make or provide any repairs, painting, decorating, restoration, construction, installation, maintenance or other work or services to or for Licensee's exclusive use or benefit.

12. Signage. Licensee shall be permitted to place signage in, on or about the Premises or the Space with Licensor's prior consent. Licensor will, in Licensor's discretion, erect signage at the Premises to indicate Licensee's presence at the Premises.

13. Requirements of Law. Licensee shall, at its cost, comply with any and all applicable laws, rules and regulations relating to Licensee's use of the Space and Premises, including without limitation, the Americans with Disability Act of 1990, as amended, and all laws relating to hazardous materials. Licensee shall also, at its cost, comply with all laws, rules and regulations of general applicability to the Space and Premises or to medical use generally, and, those relating to the license, conduct and management of the Physicians' practice. Licensor shall, at its cost, comply with all applicable laws, rules and regulations relating to the Space, the Premises and the Building, including without limitation, the Americans with Disability Act of 1990, as amended, and all laws relating to hazardous materials.

14. No Assignment. Licensee may not sub-license, sell, assign, or transfer this Agreement or Licensee's rights or responsibilities hereunder, in whole or in part, or permit any use or occupancy of the Space by any other party, except for affiliates of Licensee. Subject to the foregoing, the terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

15. Licensee Representations. Licensee agrees, represents and warrants that:

(a) neither Licensee nor, to the best of Licensee's knowledge, without any investigation, any of its employees or representatives performing services under this Agreement, has ever been (i) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another state or federal health care program; (ii) excluded or debarred from participation in any state or federal health care program, including Medicare and Medicaid; or (iii) otherwise sanctioned by the federal government, including being listed on the General Services Administration's or Office of Inspector General's Excluded Party Listing System. Licensee shall notify Licensor immediately in the event that Licensee becomes aware that the representation contained in this subsection is or becomes untrue at any time during the Term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event that Licensee or one of its employees or representatives performing services under this Agreement is (i) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another state or federal health care program; (ii) excluded from or debarred from participation in any state or federal health care program, including Medicare and Medicaid; or (iii) otherwise sanctioned by the federal government, including being listed on the General Services Administration's or Office of Inspector General's Excluded Party Listing System, Licensor may, at its option, and as Licensor's sole remedy as a result thereof, terminate this Agreement immediately upon written notice to Licensee;

(b) Licensee has full power and authority to enter into and consummate the transaction contemplated by this Agreement and all required approvals and authorizations have been obtained;

(c) the person(s) executing this Agreement on behalf of Licensee is/are authorized to do so; and

(d) the execution, delivery and performance by Licensee of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under (i) any of the provisions of any of Licensee's governance documents or (ii) any law, governmental rule, regulation, judgment, decree or order by which Licensee is bound.

16. Licensor Representations. Licensor agrees, represents and warrants that:

(a) neither Licensor nor, to the best of Licensor's knowledge, without any investigation, any of its employees or representatives performing services under this Agreement, has ever been (i) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another state or federal health care program; (ii) excluded or debarred from participation in any state or federal health care program, including Medicare and Medicaid; or (iii) otherwise sanctioned by the federal government, including being listed on the General Services Administration's or Office of Inspector General's Excluded Party Listing System.

Listing System. Licensor shall notify Licensee immediately in the event that Licensor becomes aware that the representation contained in this subsection is or becomes untrue at any time during the Term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event that Licensor or one of its employees or representatives performing services under this Agreement is (i) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another state or federal health care program; (ii) excluded from or debarred from participation in any state or federal health care program, including Medicare and Medicaid; or (iii) otherwise sanctioned by the federal government, including being listed on the General Services Administration's or Office of Inspector General's Excluded Party Listing System, Licensee may, at its option, and as Licensee's sole remedy as a result thereof, terminate this Agreement immediately upon written notice to Licensee;

(b) Licensor has full power and authority to enter into and consummate the transaction contemplated by this Agreement and all required approvals and authorizations have been obtained;

(c) the person(s) executing this Agreement on behalf of Licensor is/are authorized to do so; and

(d) the execution, delivery and performance by Licensor of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under (i) any of the provisions of any of Licensor's governance documents or (ii) any law, governmental rule, regulation, judgment, decree or order by which Licensor is bound.

17. Cooperation with Regulatory Authorities. Licensor and Licensee shall cooperate with one another (at no cost to the cooperating party) to respond to and/or correct any regulatory deficiencies identified by any regulatory authority including, but not limited to, governmental bodies including, but not limited to, the Department of Public Health, the Centers for Medicare and Medicaid Services and The Joint Commission.

18. Non-Use of Names. Licensee shall not use or permit the use of Licensor's name, logo or likeness, or that of any other affiliate, in any way, including in any advertising or promotional media, without obtaining the prior written consent of Licensor or its affiliate, as applicable. Licensor shall not use or permit the use of Licensee's name, logo or likeness, or that of any other affiliate, in any way, including in any advertising or promotional media, without obtaining the prior written consent of Licensee or its affiliate, as applicable.

19. False Claims. Licensor acknowledges that Licensee is an affiliate of the Yale New Haven Health System and that Yale New Haven Health System has provided it with access to its policy on False Claims and Payment Fraud Prevention (the "Policy") located on its internet site at www.ynhhs.org/FalseClaims.pdf. The federal False Claims Act imposes civil penalties on people and companies who knowingly submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government, in order to receive payment. It also protects people who report suspected fraud. Any suspected fraud should be reported as provided in the Policy. In no event shall Licensee have any liabilities, to Licensee or any other party, as a result of this Section 18 or any action or inaction of Licensee relating to this Section 19.

20. Intentionally Omitted.

21. Intentionally Omitted.

22. Intentionally Omitted.

23. Change in Law. The parties recognize that this Agreement is at all times to be subject to applicable local, state and federal statutory and common law, regulations of state and federal agencies, and state and federal judicial and administrative decisions. The parties further recognize that this Agreement shall be subject to changes and amendments in these laws and regulations and to the provisions of any new legislation, regulations and case law affecting this Agreement. Any provisions of law or judicial or administrative decisions that invalidate, or are otherwise inconsistent with, the terms of this Agreement, or which would cause one of the parties to be in violation of law, shall automatically supersede the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to modify the terms and conditions of this Agreement to accommodate such provisions of law or judicial or administrative decisions and to effectuate the existing terms and intent of this Agreement to the greatest possible extent consistent with the requirements of such law or decision.

24. No Violation of Law. The parties further agree that, to the best of their knowledge, without any investigation, nothing in this Agreement contemplates the counseling or promotion of a business arrangement or other activity that violates any state or federal law.

25. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the respective parties and their heirs, administrators, executors, legal representatives, successors and permitted assigns.

26. Notices. All notices shall be given in writing and shall be delivered to the appropriate party (a) by registered or certified mail, return receipt requested; (b) in person or (c) by reputable overnight courier. All notices to Licensor shall be addressed to it at the address below or at such other place as may be designated by written notice to Licensee, and to Licensee at the address below or at such other place as may be designated by written notice to Licensor. Notices shall be deemed delivered upon receipt or refusal of receipt by addressee.

If to Licensor:

City of New Haven
Department of Health
165 Church Street
New Haven, CT 06510
Attention: Corporation Counsel

With a copy to:

City of New Haven
Department of Health
165 Church Street
New Haven, CT 06510
Attention: Corporation Counsel

If to Licensee:

Yale New Haven Health System
Office of the General Counsel
CB230
789 Howard Avenue,
New Haven, CT 06510

With a copy to:

Yale New Haven Health System
Office of the General Counsel
CB230
789 Howard Avenue,
New Haven, CT 06510

All invoices for the Licensee Fee and other amounts due from Licensee shall be sent to Licensee at the above address (*without* a copy to the General Counsel).

27. Rights Not Waived. Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of such party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

28. Partial Invalidity. The invalidity of one or more phrases, sentences, clauses, subsections, articles or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

29. Entire Agreement. This Agreement and any Exhibits and Schedules attached hereto contain the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.

30. Amendment. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by agreement, in writing, signed by each of the parties hereto.

31. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the internal laws of the State of Connecticut.

32. Force Majeure. Licensor or Licensee, as applicable, shall not be in default hereunder if it is unable to fulfill or is delayed in fulfilling any of its obligations hereunder, if it is prevented from fulfilling such obligations due to a force majeure event arising after the signing of this Agreement which is unforeseen and beyond the control of such Party. No obligation that can be satisfied by the payment of a commercially reasonable amount of money shall be deemed to be a force majeure event, and neither party may rely on this Section 32 unless it notifies the other party of the existence of the force majeure event within ten (10) days of its occurrence.

33. Access. Licensee shall have access to the Premises and the Space at all times on all days (twenty-four hours per day, seven days per week).

34. Broker. Each of Licensor and Licensee covenant, warrant and represent to each other that no broker was instrumental in bringing about or consummating this Agreement and that such party has had no conversations or negotiations with any broker concerning the leasing of the Premises herein provided. Each party shall indemnify, protect, defend and hold harmless the other party against all claims, demands, losses liabilities, lawsuits, judgments, costs and expenses (including reasonable attorneys' fees) for any leasing commission, finder's fee or similar compensation alleged to be owing on account of the indemnifying party's dealings with any other real estate broker, agent or finder.

35. Prevailing Party. The prevailing party shall be entitled to all reasonable expenses incurred in an action arising out of this Agreement, including reasonable attorney's fees.

36. Captions. The captions in this Agreement are inserted only for convenience and in no way constitute or interpret the provisions hereof or affect their scope or intent.


37. Counterparts. This Agreement may be executed in multiple counterparts, all of which constitute one and the same instrument.

38. Quiet Enjoyment. Licensor covenants with Licensee that so long as Licensee pays the License Fee and fulfills or performs all of the obligations hereunder, Licensee shall peaceably hold and quietly enjoy the Space, during the scheduled use, without interruption by Licensor or any person claiming under it.

39. Miscellaneous. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect, but only to the extent that each party remains bound by substantially the same obligations and entitled to the same benefits afforded hereby prior to such determination. It is the intention of the parties that if any provision of this Agreement were capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

LICENSOR:
CITY OF NEW HAVEN

By: 
Print: Justin Elicker
Title: Mayor
Date: 7/24/2020

LICENSEE:
**YALE NEW HAVEN HEALTH
SERVICES CORPORATION**


By: 
By: Stephen Carbery (Jul 20, 2020 14:33 EDT)
Print: Stephen J. Carbery
Title: VP, Facilities, Design, Construction, Real Estate
Date: Jul 20, 2020

EXHIBIT A

[INSERT DRAWING OF THE SPACE / PREMISES]

EXHIBIT B

New Haven Public Schools to Yale New Health Services Corporation

1. **SPACE:** The Strong School, which is a former public school building with associated grounds and parking areas and which is located at 130 Orchard Street, New Haven, CT

2. **SCHEDULED USE:**

During the term of this Agreement, Licensee shall be entitled to the full-time exclusive use of the Space described in paragraph 1 above, with non-exclusive access to and use of the Premises.

3. **INVOICING:**

Licensor shall invoice Licensee on a monthly basis for the License Fee described in this Agreement.

4. **SERVICES**

A. Licensor directly shall provide the following services to Licensee:

- i. Access to the site
- ii. Maintenance (including HVAC services as necessary to preserve restroom ventilation, and electrical and plumbing services as needed)
- iii. Parking
- iv. Grounds keeping
- v. Snow Removal

5. Licensor agrees that Licensee shall have the right to perform certain site modifications and renovations to allow for a drive-up specimen collection site to be erected, including but not limited to installation of new power feeds, new office trailers and street entry and exit aprons.

6. Three Year Utilities Averages.

7. AGREEMENT COMMENCEMENT DATE:

This Agreement shall go into effect upon signature, but Licensee's obligations hereunder shall not commence until occupancy of the Space.