

Community Services Committee

Meeting Agenda

Thursday, January 19, 2023 at 7:00 PM

Via Teleconference to allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at www.norwalkct.org/meetings



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Lamond Daniels at ldaniels@norwalkct.org to provide written public comment prior to the meeting.

MEETING AGENDA

1. Call to order/ roll call
2. Public comments
3. Approval of minutes from meeting held on November 16, 2022
4. Discussion
 - a. Updates from the Health Department
 - Deanna D'Amore, Health Director
 - Brian Weeks, Epidemiologist
 - b. Updates from the Chief of Community Services, Lamond Daniels

5. Action Items

Health Department

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments with Fairfield University as may be necessary to allow for students in the University's graduate and undergraduate programs to be placed at the Norwalk Health Department for internships and student learning opportunities.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to extend the student practicum/internship agreement between the City of Norwalk health department and the University of Connecticut Nursing program.

3. Authorize the Mayor, Harry W. Rilling, to enter into a Data Sharing Agreement with Norwalk Public Schools to allow NPS to share de-identified student data for use in the Norwalk Student BMI Data Report.

6. Adjourn

The next regular meeting is scheduled for February 16, 202.

cc: Mayor Harry W. Rilling
Irene Dixon, City Clerk
Mario Coppola, Corp Counsel

**CITY OF NORWALK
COMMUNITY SERVICES COMMITTEE
REGULAR MEETING
NOVEMBER 16, 2022**

I. CALL TO ORDER

Board: Dominique Johnson, Chair; Heidi Alterman; Barbara Smyth; Diana Revolus; Brian Meek; David Heuvelman

Staff: Deana D'Amore, Health Director; Brian Weeks, Epidemiologist; AnaVivian Estrella, Director Human Services Department; David Walenczyk, Youth Services Director; William Mooney; Aniella Fignon

Chairman Johnson called the meeting to order at 7:06. A quorum was present.

II. PUBLIC PARTICIPATION

There was no public participation.

III. ADMINISTRATION

Approve the minutes of the October 19, 2022 regular meeting.

**** **Ms. Smyth moved to approve the minutes of the October 19, 2022 meeting.**

**** **The motion passed with Mr. Meek abstaining.**

IV. DISCUSSION

a. Updates from the Health Department

- **Deanna D'Amore, Health Director**

Ms. D'Amore explained how she was spreading awareness using social media on how to make healthy food donations.

She is also working on recruiting for some upcoming openings in the Health Department. Donna Schlagel is retiring and there is a position open for a public health nurse.

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The Health Department is continuing to offer flu shots to residents on Tuesday afternoons.

The Health Department is currently working on renewing agreements with universities for hosting students at the department.

- **Brian Weeks, Epidemiologist**

Mr. Weeks gave an update on Covid-19 community levels. Norwalk is at a medium level. Those at high risk should consult their physician, stay up to date with vaccines and wear a mask. Test results are often done at home, but for reported cases numbers are slightly lower.

Mr. Weeks emphasized the importance of staying up to date with vaccines.

With the increased level of travel and socializing over Thanksgiving, numbers are expected to pick up. There are a number of Omicron variants and the weather has turned very cold which will also contribute to the expected increase in cases.

Flu levels are high and are expected to increase in New England in the coming weeks. Fairfield County has the highest number of flu cases in Connecticut.

In addition to the Covid and the Flu, there is also RSV and an increase in colds.

The CDC says to stay safe, stay home if ill, get tested if you suspect one of these illnesses.

There are a handful of cases of Monkeypox, with Fairfield county again having the highest rates of infection in Connecticut. These numbers are holding steady.

b. Updates from the Human Services Department

- **AnaVivian Estrella, Director**

Ms. Estrella reported that the department has just done a Spanish language presentation that has brought in some new families.

The department has hired a new ADA coordinator, he is working at the library handles to begin. They have also hired a new Fair Rent officer who will begin next week.

V. ACTION ITEM

Youth Services

- 1. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to accept Department of Children & Families (DCF) funds in the amount of \$35,000 to support the City of Norwalk Juvenile Review Board (JRB) program. No City match is required for the acceptance of these funds.**

Mr. Walenczyk gave a history of the JRB program in the state. This is intended to be an ongoing annual budget item. The plan is to contract with the organization The Village to create the Critical Messenger Program. This is a mentor program for youth repeat offenders. There is an effort to match mentors that have shared life experiences with the students.

Ms. Smyth mentioned that there is an increase in the number of cases that are being handled this year. She also asked about whether the Department still handles cases in Weston and Westport. Mr. Walenczyk explained that Westport has changed their approach and now use Norwalk's JRB on a case by case basis and at the moment doesn't have any cases. Weston still has a contract with Norwalk, but has very few cases.

Ms Johnson asked if all participants would be trained in Restorative Justice. Mr. Walenczyk believes that they have all been trained, but this will be confirmed. There is little to no cost associated with this training.

*****Ms. Smyth moved to send this request to the Common Council.**

*****The motion passed unanimously.**

Health Department

- 1. Advance the revised City of Norwalk Relocation Plan to the Common Council for its approval and to authorize the Mayor to execute any and all documents associated with the submission of the Relocation Plan to the Department of Housing pursuant to the Connecticut Uniform Relocation Assistance Act and all documents consistent with the approved Relocation Plan.**

Ms. Fignon explained the Uniform Relocation Assistance Act. It assures that living spaces are decent, safe and sanitary. If they are not, this act allows the municipality to step in to remedy the problem. While remediation occurs, the municipality must provide living accommodations and or funds for the displaced residents. Should this occur, the municipality must submit a plan with the state.

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Mr. Mooney explained that should a resident be dislocated, the first option is a homeless shelter. If that isn't possible, as it often wasn't during Covid, a hotel is sought. The goal is to get them into similar accommodations with the same rent, number of bedrooms and hopefully within the same school district.

Ms. Smyth asked how residents facing these circumstances would find these services. Mr. Mooney explained that most often these situations are a result of a fire. Also, tenets call the department directly.

*****Ms. Revolus moved to approve this motion.**

*****The motion passed unanimously.**

VII. ADJOURNMENT

*****Ms. Alterman moved to adjourn the meeting.**

*****The motion passed unanimously.**

The meeting adjourned at 8:00.

Respectfully submitted,

Amy Chaple
Telesco Secretarial Services



CITY OF NORWALK, HEALTH DEPARTMENT

www.norwalkhealth.com

P: 203-854-7776 / F: 203-854-7934

137 East Avenue
Norwalk, CT 06851

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Affiliation Agreement with Fairfield University
Date: January 5, 2023

The Norwalk Health Department is developing a partnership with Fairfield University for potential student internship placement and other student engagement opportunities. In order to place student interns, the University requires an Affiliation Agreement to be in place. This agreement does not commit the City or the Health Department to hosting student interns, but establishes the framework for such a relationship, if and when it occurs.

We request approval for the following authorization:

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments with Fairfield University as may be necessary to allow for students in the University's graduate and undergraduate programs to be placed at the Norwalk Health Department for internships and student learning opportunities.

EDUCATIONAL AFFILIATION AGREEMENT

**by and between
THE CITY OF NORWALK
and
FAIRFIELD UNIVERSITY**

For Internship Assignments at the City of Norwalk Health Department

This AFFILIATION AGREEMENT (the "Agreement") is made by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, on behalf of its Health Department located at 137 East Avenue, Norwalk, Connecticut 06851 acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the "City") and **FAIRFIELD UNIVERSITY** (the "University"), located at 1073 North Benson Road, Fairfield, Connecticut. The City and the University are collectively referred to herein as the "Parties" or individually as the "Party."

WHEREAS, the University desires to establish an internship experience as part of its education of students (whether one or more, hereinafter called the "Students") enrolled in its undergraduate and graduate programs; and

WHEREAS, the City, in the interest of furthering the educational objectives of the University, desires to have its Health Department ("Facility") serve as a site for the internship program.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF THE UNIVERSITY:

1. Selection and Preparation of Students. The University agrees to accept responsibility for the student's academic preparation for this internship placement and to assign only those students who have an interest in public health and have satisfactorily completed the required course of study including Health Insurance Portability and Accountability Act (HIPPA) training. The University shall submit to the Facility, for final approval, at least one month prior to the commencement of each semester, the names of the Students the University has selected for the program, the dates of the program is to begin and end, and the proposed practice schedule for the Students.

2. Background Checks and Documentation. The University agrees to perform Student background checks and require that each Student provide a copy of government issued identification and documentation of updated health and immunization status to minimize risk of infection to clients, patients, and department personnel prior to internship at Facility. The University shall maintain documentation and provide a copy of such documentation to Facility before a Student is allowed to participate in an internship. Notwithstanding the foregoing, the Facility, at its sole discretion, may conduct its own background check of each Student and the University shall inform each Student that refusal to authorize such a check shall be grounds for removal from the Facility and the internship program.

3. Information for Students. The University agrees to educate Student regarding his/her role at Facility and of the following general requirements, expectations and responsibilities that will be placed upon him/her:

- a. To carry out daily assignments.
- b. To complete assigned tasks, including after-hours responsibilities.
- c. To report on time each day of the scheduled assignment.
- d. To observe and follow all policies and regulations of the Facility and its affiliates, as provided by the Facility

4. Coordination by Clinical Placement Coordinator and Clinical Instructor (if applicable): The University shall designate a Clinical Placement Coordinator (“Coordinator”) to work collaboratively with the Facility representative (“Director”) to organize and arrange the Student practicum experience. The University Coordinator shall communicate with the Facility regarding pre-clinical arrangements and Student’s clinical performance, as well as generally serving as a point of contact for the Facility.

- a. The Director for this Agreement is:
- b. The Coordinator for this Agreement is: Kimberly Doughty and/or Jessica Planas

5. Discontinuing Student at Facility: If appropriate and necessary, the University shall remove a Student (or Clinical Instructor) from the clinical experience with the Facility, if: (a) the University determines the Student (or Clinical Instructor) is unsuitable to continue in the clinical assignment, or (b) the Facility notifies the University in writing that that the Student (or Clinical Instructor) has proven unacceptable for reasons of health or patient safety, inadequacy of performance, or violation of Facility rules and regulations. The Facility will promptly notify the University regarding any concerns regarding any Student or Clinical Instructor.

6. Confidential Information: The University shall notify Students that they must comply with the Facility’s policies regarding confidentiality and applicable law, including the Health Insurance Portability and Accessibility Act of 1996 as amended and the regulations promulgated thereunder (“HIPAA”). The University shall work collaboratively with the Facility to enforce Students’ compliance with the Facility’s applicable confidentiality policies.

7. Notice of Cancellation: The University shall provide the Facility at least six weeks written notice in the event cancellation of clinical assignment is necessary.

8. Non-Discrimination: The University shall affirm and warrant upon request that it does not discriminate against any person or group of persons in any manner prohibited by the laws of the United States or of the State of Connecticut.

9. Insurance: Prior to commencing any work hereunder, the University shall secure at its own cost and expense, insurance coverage in the amounts and of the types listed in the attached Insurance Rider, attached hereto and incorporated herein as **Exhibit 1**. Such insurance coverage shall be maintained continuously until the completion of the Student’s internship placement hereunder. The University agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto and to keep the same in continuous effect for a period of three

(3) years following the date on which the Director indicates the Student's internship is complete. Before commencing the internship, the University shall furnish to the City with a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance policy, except for professional liability and workers compensation insurance, shall be endorsed to include the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies providing coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

II. RESPONSIBILITIES OF CITY/FACILITY

1. Experience: The Facility shall provide for the Students, insofar as possible, selected clinical experiences designed to focus on and correlate with the theory and concepts acquired in their academic education in accordance with the terms of this Agreement. Facility retains at all times the authority and responsibility for the delivery of patient care.

2. Supervision: The Facility shall maintain administrative and professional supervision of Students insofar as their presence affects the operation of Facility and/or the direct or indirect care of patients.

3. Equipment and Use of Facilities: Unless otherwise arranged, the Facility shall provide equipment and supplies necessary for the administration of care by Students; space for meetings connected with Students' clinical instruction; and phone access.

4. Orientation: The Facility shall provide the Student with necessary orientation, administrative guidelines, procedures, and other information deemed appropriate to the conduct of the clinical assignment.

5. Assignments and Performance: The Facility shall plan and implement clinical assignments, in consultation with the University Coordinator and/or Clinical Instructor, and evaluate the performance of the Student in accordance with the criteria established by University. Facility shall communicate with the University when, and if, the Student is not meeting the expectations of the internship assignment.

6. Coordination by Facility Supervisor and Preceptor (if applicable): The Facility shall designate a Facility Supervisor to make pre-clinical arrangements, provide information regarding the Student's performance, and serve as the point of contact for the University. The Facility (through the Facility Supervisor) may permit, in its sole discretion, visits by University faculty and accreditation teams to observe and participate in the teaching process to the extent that such visits do not unreasonably interfere with the Facility operations.

7. Notice of Cancellation: The Facility shall provide the University at least six weeks written notice prior to the clinical assignment if cancellation is necessary.

8. Non-Discrimination: The Facility shall affirm and warrant upon request that it does not discriminate against any person or group of persons in any manner prohibited by the laws of the United States or of the State of Connecticut.

9. Insurance: The City shall maintain, at a minimum a policy of professional and general liability insurance with a single limit of not less than two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. The City self-insures for the first \$1,000,000. The City will provide the University upon request a certificate of insurance confirming the foregoing professional and general liability coverage prior to participation in the clinical education program and shall promptly notify the University of any and all changes in insurance coverage. The provisions of this section shall survive the termination of this Agreement.

III. GENERAL PROVISIONS

1. Term: This Agreement shall be effective upon the date of last execution and shall continue in full force and effect for a period of one year.

2. Termination: If at any time either party wishes to terminate this Agreement without cause, a written notice must be submitted to the other party at least ninety (90) days prior to the date of the desired termination. Either party may terminate this Agreement at any time for cause by giving seven (7) days written notice to the party in breach of the Agreement. The Facility may request in writing that a Student or Clinical Instructor be immediately removed if it believes that that his or her participation under this Agreement may be putting the health and safety of Facility's patients at risk.

3. Modification: This Agreement may be revised or modified by written amendment signed by both parties.

4. Reasonable Accommodations: In the event that a student meets the requirements applicable to students (set forth in Section A(1)), but nevertheless requires reasonable accommodation, the Facility will assist the University in providing such reasonable accommodation provided that (i) it does not interrupt Facility operations, (ii) there is no safety threat to patients, staff and other students, (iii) the University assumes any special costs associated with the accommodation, and (iv) the University provides and pays for any personnel who must accompany the student or provide transportation.

5. Relationship of the Student and Clinical Instructors to the Facility: The Students (and Clinical Instructor) participating in the clinical assignment at the Facility shall not be considered employees or agents of Facility. The Students and Clinical Instructor shall not be eligible for any employee benefits of Facility. Notwithstanding the foregoing, the Clinical Instructor and Students, when engaged at the Facility as part of this clinical experience, shall be considered members of the Facility's workforce (as 45 CFR 160.103 defines a workforce) solely for the purpose of defining the Students' role in relation to using and disclosing the Facility's protected health information in compliance with HIPAA.

6. Compliance with Law: Both parties shall perform their obligations under this Agreement in accordance with all applicable state, federal, and local laws, regulations, and ordinances, including without limitation the Family Educational Right to Privacy Act ("FERPA"). To the extent that the Facility obtains or creates educational records of the Students, the Facility shall comply with FERPA in handling such records. The University shall direct Students to comply with the policies and procedures of the Facility, including HIPAA. The Facility shall retain sole responsibility for HIPAA training, compliance, and supervision, insofar as Students' direct and indirect care implicates administrative and professional HIPAA requirements.

7. Confidential Information: The University and Facility both recognize that in participating in the Program, they may be privy to confidential information of the other party to which it would not otherwise be exposed (the "Confidential Information"). Confidential Information shall not include any information generally available to the public other than as a result of a disclosure caused by the breach of this provision. At all times during the term of this Agreement and thereafter, both parties shall hold the Confidential Information in strictest confidence and not disclose it to any person, except and only insofar as: (a) may be necessary for required financial or tax reporting purposes; (b) to a legal or financial consultant retained by a party, provided such legal or financial consultant agrees in advance to be bound by the confidentiality provisions of this Agreement; (c) is required by law, judicial process or order, provided that prior to any disclosure compelled by force of law or judicial process, the disclosing party shall provide the other party with timely notice, in writing, of the requested disclosure and a reasonable opportunity to object to such disclosure; (d) as is required by a licensing or accrediting body and (e) as may be necessary to enforce the provisions of this Agreement.

8. Non-Assignment: This Agreement may not be assigned without the prior written consent of both parties.

9. Dispute Resolution: The University and Facility will attempt to resolve among themselves all disagreements arising under this Agreement within thirty (30) days of notice of a dispute by either party. If not resolved within thirty (30) days, any disagreements shall be decided by a court of competent jurisdiction in the Fairfield County, Connecticut.

10. Governing Law: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut and any applicable Federal laws.

11. Notice: Notices given under this Agreement must be in writing and provided either (a) electronically or (b) by mail (U.S. mail, hand delivery, or overnight courier) to the following addresses:

If to the Facility:

City of Norwalk
Health Department
Attn: Theresa Argondezzi
137 East Avenue
Norwalk, CT 06851
Email: targondezzi@norwalkct.org
Telephone: _____

If to University:

Fairfield University
Attn: Egan School of Nursing & Health
Studies c/o Public Health Program
1073 North Benson Road
Fairfield, CT 06824
Email: kdoughty@fairfield.edu
Telephone: 203-254-4000

12. Indemnification for Negligent or Wrongful Acts or Omissions. The University shall indemnify, defend and save harmless the City, including the Facility, its officers, agents, servants and employees, from and against any and all claims, suits, proceedings, liabilities, judgments, losses, costs and damages, including reasonable attorneys' fees to the caused in whole or in part by the negligent, willful or wanton actions or omissions of the University or Student, its agents, servants, representatives, subcontractors, or employees in connection with the internship. The University hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage provided.

13. Severability: If any term of this Agreement is found to unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14. No Waiver: The waiver or breach of this Agreement shall not be considered a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.

15. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

**[INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]**

Dated at Norwalk, Connecticut, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: _____

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures

FAIRFIELD UNIVERSITY

Kimberly Doughty

Anthony Scintella

By: *M. Meredith Kazer*
Print: Meredith Kazer
Title: Dean
Duly Authorized

Date signed: November 22, 2022

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____
Assistant Corporation Counsel

Date: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

EXHIBIT 1
INSURANCE RIDER
(Intern Affiliation Agreements)

The University shall provide and maintain insurance coverage related to, and in connection with, its Internship Program in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the University's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the University/Student; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the University performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the University performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Student Accident Insurance: The University shall be responsible for all uncovered medical costs incurred by Students and faculty members arising out of any injury or illness sustained while participating in the Program.

Umbrella/Excess Liability: With respect to all operations the University performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the University or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the University shall carry One Million Dollars (\$1,000,000) per occurrence and Two Million (\$2,000,000) aggregate.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Subcontractors: The University shall require all subcontractors, who perform under this Internship Affiliation Agreement, to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the University shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the University to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the University is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the University shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the University's Basic Services or Additional Services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the University and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Services shall include the City as an Additional Insured with respect to the University's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: The University hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the University shall furnish Certificate(s) of Insurance to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) prior to the University's commencement of Basic Services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager), P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.



CITY OF NORWALK
Norwalk Health Department

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Agreement with University of Connecticut Nursing Program
Date: January 5, 2023

The Norwalk Health Department is seeking to extend the agreement between the City of Norwalk and the University of Connecticut to allow for students to conduct their practicum/internship experience at the health department. The agreement would be extended for an additional two-year period.

We request approval for the following authorization:

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to extend the student practicum/internship agreement between the City of Norwalk health department and the University of Connecticut Nursing program.

Description: The University of Connecticut (UConn) seeks to provide nursing students with experience in a variety of areas including public and community health. The health department provides students with the opportunity to experience the benefits of a full-service accredited health department.

AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK HEALTH DEPARTMENT
AND
THE UNIVERSITY OF CONNECTICUT SCHOOL OF NURSING

THIS AGREEMENT made and entered into this 5th day of December, 2019, by and between the **CITY OF NORWALK**, a municipal subdivision of the State of Connecticut, acting herein by its Director of the Department of Health, Deanna D'Amore (hereinafter, "Norwalk"), and the **UNIVERSITY OF CONNECTICUT SCHOOL OF NURSING**, a constituent unit of the State of Connecticut System of Higher Education (hereinafter, "UCONN").

W I T N E S S E T H:

WHEREAS, the Norwalk Health Department provides a variety of services available to the public with a mission of preventing and controlling the spread of disease, promoting a healthy environment, and quality of life within the community;

WHEREAS, UCONN has a Clinical Nursing Program and desires that its students (the "Students") have a supervised practical experience in furtherance of their studies with the Norwalk Health Department;

WHEREAS, the University is authorized to enter this Agreement under provisions of Sections 10a-104 and 10a-108 of the General Statutes of the State of Connecticut;

WHEREAS, Norwalk has agreed to serve as a site to provide supervised, practical experience for UCONN's Students (hereinafter, the "Program"); and

NOW, THEREFORE, the parties agree that the Program will be made available to UCONN's Students based on the following terms and conditions.

A. RESPONSIBILITIES OF UCONN

UCONN hereby agrees to accept and perform the following responsibilities:

1. UCONN will enroll up to five (5) Students in the Program, all of whom shall qualify by having satisfactorily completed all prerequisites deemed to be qualifying requirements for the Program

and all pertinent educational and practical training, and who are properly licensed in accordance with applicable law. In doing so, UCONN will be responsible for qualifying the Students selected and will only assign to the Program those qualified Students who are in good standing at the time of enrollment. UCONN will promptly remove from placement any Student who is determined to not be performing in accordance with the Program's objectives, expectations, requirements and applicable professional standards or who do not observe and comply with all applicable policies and regulations established by UCONN and Norwalk.

2. UCONN will have oversight of all necessary planning, implementation and administration of the educational aspects of the Program and will inform Norwalk of the Program goals and objectives.

3. UCONN will require all participant Students to maintain health insurance, complying the requirements set forth in section E, and Students shall provide a certificate evidencing such insurance to Norwalk upon request.

4. UCONN will require all participating Students to (i) complete an appropriate criminal background check and (ii) to have documentation of appropriate immunizations on file with its offices. UCONN will provide evidence of same to Norwalk upon request. UCONN will also inform Students that they may be required to undergo a drug test or other similar screening tests pursuant to Norwalk's policies and practices.

5. UCONN will require its faculty and Students to comply with all applicable rules, regulations, policies, and applicable standards of professionalism and care in connection with the Program.

6. UCONN will assign sufficient, qualified faculty who will be responsible for providing direct instruction and guidance for the Students and working in conjunction with Norwalk in connection with the Program. The faculty member appointed to represent UCONN in connection with the Program is the CEIN field coordinator, who can be contacted at SONclinical@uconn.edu. UCONN shall maintain responsibility for all academic evaluations and related matters involving Students.

7. UCONN will oversee and supervise all Students and faculty involved in the Program and withdraw or suspend any Student or faculty member from the Program due to poor health, performance or other reasonable cause which may be detrimental to the Program,

other Students, Norwalk, or any client of Norwalk. Additionally, UCONN agrees to immediately withdraw or suspend a Student or faculty member from the Program upon Norwalk's request for any of the above-stated reasons and to consult with Norwalk prior to readmitting any previously suspended Student or faculty member following such suspension or withdrawal from the Program. Following a withdrawal or suspension, no Student or faculty member may be readmitted to the Program without the consent of Norwalk's Director of Health.

B. RESPONSIBILITIES OF NORWALK

Norwalk agrees to be responsible for and to perform the following:

1. Provide Students and faculty with access to appropriate resources for the practical educational experience in an appropriately supervised environment in which the Students can complete UCONN's curriculum with such appropriate restrictions and limitations as Norwalk may require.

2. Assign each Student, to the extent reasonably possible and practical, to appropriate tasks consistent with the Program's objectives and reasonably correlating such Student assignments and work experiences with the goals of the Program.

3. Provide appropriate orientation, administrative guidelines, procedure and other information essential to advising Students of Norwalk's expectations and requirements in connection with the Program.

4. Retain full authority and responsibility for patient care and quality standards, and maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While at Norwalk's facilities Students will have the status of trainees; are not to replace Norwalk staff; and are not to render unsupervised patient care and/or services. All services rendered by Students will have educational value as set by the goals of the Program. Norwalk and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Student's level of training, and will communicate any concerns regarding any Student's performance or quality of work to a designated representative of UCONN. Norwalk may restrict a Student's activities if a problem is perceived, until the incident is resolved to Norwalk's reasonable satisfaction.

5. Upon request, assist UCONN in the assessment of the learning and performance of the participating Students' performance.

6. Comply with applicable state and federal workplace safety laws and regulations. In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Norwalk, upon notice of such incident from the Student, Norwalk will provide such emergency care as is provided its employees. In the event that Norwalk does not have the resources to provide such emergency care, Norwalk will refer such Student to the nearest emergency facility. The entire cost of this care shall be borne by and shall be the responsibility of the student.

7. Provide written notification to UCONN promptly if a claim arises involving a Student. Norwalk and UCONN agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state laws.

8. Identify a site coordinator from among its medical staff who will communicate and cooperate with UCONN to ensure faculty and Student access to appropriate resources for the clinical training experience.

C. CONFIDENTIALITY REQUIREMENTS

1. The parties acknowledge that Program related activities may result in access to or awareness of privileged, confidential, sensitive or otherwise protected health information (collectively referred to as "Confidential Information"). UCONN shall advise its faculty and Students of their obligation to refrain from any unauthorized use or disclosure of Confidential Information and to maintain all applicable confidentiality protocol and procedures in order to safeguard the same. Further, UCONN shall maintain the confidentiality of all material and information connected with the Norwalk Department of Health, and/or its clients and shall enforce compliance by its Students and faculty with all applicable laws, regulations and practices governing the confidentiality of such information.

2. The parties understand that Students shall be considered part of the Norwalk's workforce solely for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not otherwise be construed to be employees of the Norwalk.

3. The parties further agree that, i) Students shall not disclose any Confidential Information to which a Student has access through Program participation; ii) UCONN will never access or request to access any Confidential Information held or collected by or on behalf of Norwalk; and iii) no services will be provided to Norwalk by UCONN pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship. Any breach or suspected breach of these requirements shall be immediately communicated to the Director of the Norwalk Health Department in writing with a description of the information used or disclosed and indicating to whom the disclosure was made. UCONN shall comply with all resulting recommendations.

4. To the extent that Norwalk generates or maintains educational records related to the Students, it agrees to protect such educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g to the same extent as such laws and regulations apply to UCONN. Only to the extent permitted by law will the parties share information from Students' educational records with each other so that each can perform its respective responsibilities under this Agreement. In no event will such educational records be disclosed or shared with any third party.

D. TERM

The effective term of this Agreement shall commence as of January 1, 2020 and conclude on December 31, 2022. However, either party may terminate this Agreement for any reason, with or without cause, by giving written notice to the other at least forty-five (45) days prior to the effective date of termination. Termination for a breach of any term or requirement of this Agreement shall be effective upon thirty (30) days prior written notice, if the breach is not cured within such time to the reasonable satisfaction of the non-breaching party.

E. INSURANCE AND INDEMNIFICATION

1. UCONN acknowledges that Students and faculty participating in the Program are not considered employees of Norwalk and are not covered by any workers compensation insurance or other insurance program of the City of Norwalk. UCONN shall provide and maintain at its sole cost throughout the term of this Agreement, sufficient insurance to cover their participation in the Program, consistent with the requirements set forth in the attached Rider (**Exhibit A**) and below. Such insurance coverage shall name the City of Norwalk as a certificate holder and shall

include the following additional coverage:

Professional Liability: Professional liability coverage for UCONN faculty, employees and Students, with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) as an annual aggregate.

Student Health and Accident Insurance: Students shall maintain health insurance with appropriate coverage for medical costs incurred by any participating Student who becomes ill or accidentally injured during and/or arising out of their attendance and/or participation in the Program.

2. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, agents, or students in the performance of this Agreement. Neither party will be considered the agent of the other party for the consequences of any act or omission of any person, firms, or corporation not a party to this Agreement. If the conduct of both the parties results in such loss, the responsibility and obligations shall be allocated in proportion to each party's own negligence subject to the extent of any applicable insurance coverage and/or applicable negligence laws. Nothing herein shall be deemed to constitute a waiver by UCONN of any privilege, protection, or immunity otherwise afforded to it under applicable Connecticut law. This provision shall survive termination of this Agreement.

F. AGREEMENTS AND ACKNOWLEDGEMENTS

1. Except as provided in Section C hereof regarding confidentiality requirements, neither the Students nor the faculty members involved in the Program shall be construed, for any purpose, to be employees or agents of Norwalk. Accordingly, neither Students nor any UCONN faculty members shall be entitled to any benefits accrued by or granted to employees or agents of Norwalk, including specifically, any worker's compensation benefits for any illness, accident or injury arising out of participation in the Program.

2. The parties will work together to maintain an environment of high quality patient care. The parties shall cooperate to resolve any problems or concerns in the operation of the Program.

3. UCONN will provide qualified and competent individuals in adequate number for the instruction, assessment, and

supervision of Students using UCONN facilities. Norwalk will provide qualified and competent staff members in adequate number for the instruction and supervision of Students using the Norwalk facilities.

4. UCONN and Norwalk will not discriminate against any employee, applicant or Student involved with the Program because of age, creed, gender identity, national origin, race, sex, sexual orientation, or any other basis protected by law.

5. The parties will cooperate to create an appropriate learning environment that maintains professional standards. Norwalk shall require its faculty and staff, who interact with Students, to adhere to the expectations for the Program. UCONN shall require its faculty and students to adhere to the expectations for the Program.

6. In connection with the performance of this Agreement, the parties shall not discriminate or permit the discrimination against any person or group of persons in any manner as may be prohibited by applicable laws and regulations.

H. GENERAL PROVISIONS

1. This Agreement shall not be assigned by either Party.

2. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

3. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written. It can only be revised or modified by a written Amendment signed by both parties.

4. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

5. Notice pursuant to this Agreement shall be mailed by certified mail, postage prepaid to the following representatives of the parties:

FOR UCONN:

University of Connecticut
School of Nursing
231 Glenbrook Road, Unit 4026
Storrs, CT 06269-4026
Attn: Experiential Learning Agreements

FOR NORWALK:

Deanne D'Amore, Director
Norwalk Department of Health
137 East Avenue
Norwalk, CT 06851


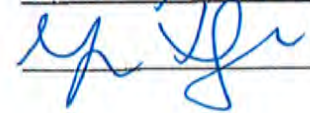
By signing below, each party hereby represents and warrants that each is duly authorized to enter into and sign contracts on behalf of their respective organizations.

[signature page to follow]


Dated at Norwalk, Connecticut, the day and year first above written, and executed in three (3) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK
HEALTH DEPARTMENT

By: 
Deanna D'Amore
Its Director of Health
Duly Authorized


Date Signed: 12-9-19

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:


Constance Bedan, MS

UNIVERSITY OF CONNECTICUT
SCHOOL OF NURSING

By: 
Name: Deborah Chyun
Title: Dean and Professor
Duly Authorized

Date Signed: 12-5-19

Exhibit A

INSURANCE RIDER

UCONN shall provide and maintain insurance coverage related to its services in connection with the Program in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under UCONN's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations UCONN performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations UCONN performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Three Million Dollars (\$3,000,000).

Umbrella/Excess Liability: With respect to all operations UCONN performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Acceptability of Insurers: UCONN's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise

acceptable to the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the Program shall include the City of Norwalk as an Additional Insured with respect to UCONN's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: UCONN waives the right, for itself and its insurers, to subrogate against or seek recovery from the City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, UCONN shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to UCONN's commencement of services under this Agreement. The Certificate(s) will specify all Parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.



CITY OF NORWALK, HEALTH DEPARTMENT

www.norwalkhealth.com

P: 203-854-7776 / F: 203-854-7934

137 East Avenue
Norwalk, CT 06851

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Data Sharing Agreement with Norwalk Public Schools
Date: January 5, 2023

Approximately every 5 years, the Norwalk Health Department partners with Norwalk Public Schools to analyze de-identified student data to evaluate the prevalence of weight statuses classified as underweight, healthy weight, overweight, and obesity among Norwalk Public School students. The analysis is published in a Student BMI Data Report and is used to identify areas for improvement and plan health and wellness activities.

Norwalk Public Schools has updated its data sharing agreement and has asked the City of Norwalk to sign the agreement before they share this de-identified data.

We request approval for the following authorization:

1. Authorize the Mayor, Harry W. Rilling, to enter into a Data Sharing Agreement with Norwalk Public Schools to allow NPS to share de-identified student data for use in the Norwalk Student BMI Data Report.