



## Northeast District Department of Health

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**69 South Main Street, Unit 4, Brooklyn, CT 06234**  
**860-774-7350 / Fax 860-774-1308    [www.nddh.org](http://www.nddh.org)**

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### Request for Proposals

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## NDDH Organization Analysis

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The Northeast District Department of Health (NDDH) hereby invites the submission of Proposals for:

An analysis of the organizational structure and related outcomes of NDDH's statutory and discretionary services. The goal of the study is to develop a blueprint to enhance the services of NDDH, understand the form and function of the NDDH Board of Directors, staffing requirements.

The Proposals will be received at the offices of NDDH located at, 69 S Main St Unit 4, Brooklyn, Connecticut, 06234, until February 29, 2024, 10:00 a.m. at which time they will be publicly opened. Specifications and other information may be obtained at NDDH between 8:00 a.m. and 4:00 p.m. Monday through Thursday, and 8:00 a.m. to 12 noon on Friday.

**NDDH Contact:**

Linda Buisson, Administrative Assistant  
69 S Main St Unit 4  
Brooklyn, CT 06234  
(860) 774-7350, ext. 132  
[email@nddh.org](mailto:email@nddh.org)  
<https://www.nddh.org/>

## **I. Project**

### **A. Introduction**

The goal of the study is to evaluate, in consultation/coordination with NDDH leadership and the chief-elected/administrative officials from its member towns, the operations and organizational structure and related outcomes of NDDH's statutory and discretionary services and make recommendations, as warranted, for any corrective actions to enhance the outcomes and services to the member towns NDDH serves.

### **B. NDDH**

The Northeast District Department of Health ("NDDH" or "District") is seeking to engage a qualified company meeting the requirements in this Invitation to Submit Proposals to conduct an analysis of operations and organizational structure and related outcomes of NDDH's statutory and discretionary services.

Established in 1973, the Northeast District Department of Health is one of 20 such districts in Connecticut and is made up of 12 of the state's 169 municipalities (Connecticut does not have county government). The member municipalities of NDDH are: Brooklyn, Canterbury, Danielson, Eastford, Hampton, Killingly, Plainfield, Pomfret, Putnam, Sterling, Thompson, Union and Woodstock. The region served by NDDH is rural; with a current population (2020 Census) of approximately 86,000 - persons making it one of the least populated health districts in Connecticut.

### **C. Public Health Districts**

In terms of what a public health district is in Connecticut, the Connecticut Department of Public Health offers the following: "A district department of public health or "health district" is a regional public health department formed by two or more municipalities to provide local public health services. A health district is a separate governmental entity from the town it serves. The laws that govern health districts in Connecticut are found in the Connecticut General Statutes (CGS) Sections 19a-240 through 19a-246.<sup>1</sup>" Section Sec. 19a-207 of the Connecticut General Statutes sets forth the basic responsibilities for each public health district:

"Each district department of health and municipal health department shall ensure the provision of a basic health program that includes, but is not limited to, the following services for each community served by the district department of health and municipal health department:

1. Monitoring of health status to identify and solve community health problems;
2. investigating and diagnosing health problems and health hazards in the community;
3. informing, educating and empowering persons in the community concerning health issues;
4. mobilizing community partnerships and action to identify and solve health problems for persons in the community;
5. developing policies and plans that support individual and community health efforts;
6. enforcing laws and regulations that protect health and ensure safety;
7. connecting persons in the community to needed health care services when appropriate;
8. assuring a competent public health and personal care workforce;

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<sup>1</sup> Connecticut Department of Public Health, Fact Sheet on District Departments of Health in Connecticut, March 2023 - <https://portal.ct.gov/-/media/Departments-and-Agencies/DPH/Local-Health-Admin/Fact-Sheet-on-Health-Districts-in-CT-03-2023---combined.pdf>

9. evaluating effectiveness, accessibility and quality of personal and population-based health services; and
10. researching to find innovative solutions to health problems.<sup>2</sup>

## II. Definitions

- A. "Addendum" means written documents issued by NDDH and posted on the NDDH website. These will become part of this Request for Proposals and may include additions, deletions, clarifications, or corrections.
- B. "Contract" means the document that the Proposer executes with NDDH to provide services, substantially in the form of Exhibit E, attached hereto and made a part hereof.
- C. "Proposer" means the Proposer who is selected by NDDH to provide the services and executes the Contract.
- D. "Invitation to Submit Proposal" means the published notice of the acceptance of Proposals.
- E. "NDDH" means the Northeast District Department of Health.
- F. "NDDH Organizational Review Committee" means the committee consisting of the NDDH Board of Directors and the Chief-Elected Officials/Administrators for the NDDH Member Municipalities.
- H. "Proposal" means a submission by a Proposer to provide services that conform to the Proposal Documents.
- I. "Proposal Documents" means the Invitation to Submit Proposals and this Request for Proposals, all Exhibits attached hereto, and any Addendum.
- J. "Proposer" means the person or entity who submits a Proposal.

Unless otherwise defined, these definitions shall apply to the Proposal Documents and the Contract.

## III. Proposal Instructions

- A. Proposals shall be received from Proposers for the furnishing of the services described in Article V. The goal of the study is to evaluate, in consultation/coordination with the NDDH Organizational Review Committee, and make recommendations, as warranted, for any actions to enhance the outcomes and services to the member towns NDDH serves.
- B. When executed and submitted by Proposer, the Proposer acknowledges it has full knowledge of and agrees with the general specifications, conditions, and requirements of the Proposal Documents.
- C. Proposal must be mailed or delivered to Linda Buisson, NDDH, 69 S Main St Unit 4, Brooklyn, CT 06234 in an envelope clearly marked "NDDH Organization Review" or submitted electronically as a single PDF file to [lbuisson@nddh.org](mailto:lbuisson@nddh.org) with the subject "NDDH Organization Review."
- D. The Proposals shall be received no later than February 29, 2024, at 10:00 A.M. (EST). Proposals received later than that date and time will not be considered. Amendments to or withdrawals of Proposals received later than that date and time will not be considered.

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<sup>2</sup> Connecticut General Statutes, [https://www.cga.ct.gov/current/pub/chap\\_368e.htm#sec\\_19a-207a](https://www.cga.ct.gov/current/pub/chap_368e.htm#sec_19a-207a)

- E. The Proposer shall comply with the laws, rules, regulations, and policies of federal, state, and local governments. It shall be the responsibility of the Proposer to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which NDDH might publish.
- F. NDDH reserves the right to waive technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the low Proposal, that in the judgment of NDDH will be in the best interest of NDDH.
- G. NDDH reserves the right to negotiate contract terms with any or all Proposers, even if a Proposer has not submitted the low Proposal.
- H. NDDH, at its discretion, may reject any non-conforming Proposal or Proposal that materially misrepresents any offering.
- I. NDDH specifically reserves the right to add or delete services in the final contract from the scope of services described in this Request for Proposals.
- J. NDDH may require the Proposer selected to participate in negotiations concerning contract price or the nature and scope of services to be provided. The results of such negotiations shall be incorporated into the contract for services between NDDH and the Proposer.
- K. Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made in writing (including emails) to:

Linda Buisson (email@nddh.org)  
NDDH  
69 S Main St Unit 4  
Brooklyn, CT 06234

prior to 2 P.M. EST on February 12, 2024. A written request does not in any way diminish a Proposer's responsibility to get the information it needs to make a Proposal.

- L. Any modification to the Proposal Documents will be made by Addendum. Any Addendum will be posted on the NDDH website. It is the responsibility of each Proposer to make sure they have received all Addenda.

#### **IV. Proposal Requirements**

- A. The Proposal shall be submitted with all of the information described in Article III.
  - i. The Proposer's services shall be performed in a professional manner consistent with industry standards and applicable federal, state, and local law, rules and regulations, as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
  - ii. The terms, conditions and provisions of Exhibits A through E are incorporated into and made a part of this Proposal. Each Proposer should be thoroughly familiar with all the terms, conditions, and provisions of Exhibits A through E.

- iii. All Proposers must read and fill out the reference check form attached as Exhibit D ("Reference Check"). The Proposer, by submitting a Proposal, hereby authorizes NDDH or its authorized agent to contact such references listed on the Reference Check without obtaining any other consent from the Proposer. Such Reference Check is incorporated into and made a part of this Proposal.
  - iv. All Proposers must disclose all pending and threatened litigation in which such Proposer is named (either suing or being sued), in the form listed on Exhibit E, attached hereto and made a part hereof. This includes any litigation to which the bidder has been a party.
  - v. These provisions generally set forth the requirements for the Proposer, but NDDH and the Proposer may modify, in writing and as part of such contract, such provisions by mutual consent prior to signing a Contract.
- F. The cost of services should be presented as a proposed firm lump sum price, representing the total charge NDDH can expect to pay upon completion of all work items contained in the proposal. Any other costs to NDDH should be included in the proposal, which additional costs will only be honored if authorized in writing by NDDH. At the time of negotiations of the contract, a payment schedule based on the timeline of tasks will be agreed upon between NDDH and the Proposer.
- G. Each Proposer must declare that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by NDDH or any of its member towns is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Exhibit B, attached hereto and made a part hereof.
- H. Each Proposer shall provide a listing of any business relationship and the nature of such relationship with NDDH or Member Municipality of NDDH.
- I. Each Proposal should contain a current certificate of insurance for the Proposer and confirmation that such Proposer can obtain the insurance described in Exhibit C if the required insurance exceeds the current amounts or types shown on the current certificate of insurance. NDDH may waive the requirements for insurance for this Project.
- J. Each Proposer shall provide a listing of all similar projects completed during the past five (5) years, including client contact, telephone number, size of the region or municipality, scope of services rendered and date completed. Each Proposer shall provide a minimum of three (3) client references from municipalities or other public regional entities where the Proposer has completed projects of similar scope, preferably in Connecticut.
- K. Each Proposer shall provide a listing of all similar projects, now underway, under contract, or for which there are bids outstanding, including client contact, telephone number, size of the region or municipality, scope of services to be rendered, and date to be completed and personnel active on each project.
- L. Each Proposer shall provide an overall introduction to the proposal, including a statement of the Proposer's understanding with regard to the services to be provided and an explanation of the role of the Proposer in this Project.
- M. Each Proposer shall state their understanding and experience with the form and function of public health districts.

- N. Each Proposer shall state specifically what type of data, information and/or other assistance will be expected from NDDH, its Member Towns, other sources and relate how this will be integrated into the services proposed to be provided by the Proposer.
- O. Each Proposer shall provide a qualifications summary.
- P. Each Proposer shall provide its proposed firm lump sum costs, including labor hours and rates, direct consultant expenses, and other billable expenses.
- Q. Each Proposer shall submit a description of itself. Such description shall include the history of the Proposer's work in public health and the Proposer's capacity and experience to provide such services for public health districts and/or similar public regional service organizations.
- R. Each Proposer shall provide identification and background information of consultant personnel that will perform the services under the contract. Each Proposer shall identify a lead consultant that will manage the report and provide resumes of key personnel to be assigned to the project.
- S. The proposal shall be signed by an individual authorized to bind the Proposer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day (or more) period. It should include the name, title, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the company and also who may be contacted during the period of proposal evaluation.
- T. Each Proposer must declare that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by NDDH is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Exhibit B, attached hereto and made a part hereof.
- U. The successful Proposer shall, prior to the execution of the Contract, provide the name of the contact person(s) who will manage the daily operations for NDDH, including a regular phone number and email address to contact the Proposer.
- V. Each Proposer shall execute the Certification in Exhibit A.
- W. The Proposer, if selected, shall comply with the laws, rules, regulations, and policies of federal, state, and local governments. It shall be the responsibility of the Proposer to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which NDDH might publish.
- X. The fees in these Proposal Documents are intended to cover all services and associated costs required to complete the study, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Proposer. NDDH shall be responsible for no other charges other than for those items and prices set forth on Exhibit F.
- Y. The term of the Contract shall be for the period from April 1, 2024, to July 15, 2024. NDDH reserves the right negotiate these dates including extending the extend the Contract with the Proposer by mutual consent.

- Z. The successful proposer must execute the contract in substantially the form attached as exhibit f. The terms, conditions and provisions of the contract are incorporated into and made a part of this proposal. Each proposer should be thoroughly familiar with all the terms, conditions, and provisions of the contract. If the proposer suggests any variations to the contract, it shall include requested variations in a separate attachment to the proposal and the effect of such requested variations on the compensation schedule.
- AA. Consideration in the awarding of the Contract will be given, but not limited to: price, the accuracy and responsiveness of the Proposer, the experience, competence and financial condition of the Proposer, time for completion and/or labor force adequate to perform the work, the quality and experience of the Proposer's personnel, the nature and size of the Proposer's organization, quality of similar projects it has previously performed and completed in Connecticut or similar jurisdictional situations
- BB. The failure to include any of the above-listed information could result in disqualification of the proposal by NDDH.

## V. Scope of Work

- A. NDDH is seeking information about the performance of the District and the factors that affect its outcomes. The goal is to achieve an independent perspective on areas of organizational competence, continuous improvement opportunities, and potential risks to NDDH. To achieve this goal, the District is seeking a qualified consultant with (1) the adequate professional, technical and financial resources for performance of the required services or have the ability to obtain such resources as required during performance of said services; (2) the necessary experienced organization and technical skills in the field; and, (3) has demonstrated a satisfactory record of performance of similar services for public health districts, municipalities or other public regional entities. The consultant selected shall, but not but limited to:
1. Conducting a detailed examination of the NDDH current organizational structure, operations and service delivery policies, practices, inspections, processes and levels of staffing to determine if NDDH is organized effectively to deliver required and discretionary public health services, at a minimum this should include:
    - a. Ability for the District to achieve its statutory and discretionary missions and how this compares with other health districts and health departments;
    - b. Evaluation of the organizational structure including efficiency of operations, communication within the organization from its current and past leadership to rank-in-file employees and comparison with structures of other similar sized health districts;
    - c. The organization's understanding and application of human resources (HR) and the structures in place to recruit, develop and retain staff;
    - d. Evaluation of work required, staffing – including position descriptions and salary ranges, and budgetary requirements to meet the current mission;
    - e. Review of policies and comparison with policies of other similar sized health districts;
    - f. Evaluation of community relations;
    - g. Examination of the organizational culture, the well-being of employees, and metrics to improve employee morale and retention;
    - h. Examination of the fee structure, comparison with other health districts fee structures and the process as to how fees are determined, including analysis of staff time to complete a fee-based activity (including necessary training), and the balance of fees versus per capita in funding the budget;
    - i. Investigation of current grant management and the cost-benefits associated with executing those grants and the impacts to town per-capita rates as a result of the grants;
    - j. Examination of the District's budget process and comparison with policies of other similar sized health districts;
    - k. Determine the overall cost of implanting fee-based structures including cost of training, travel, reporting, and actual on-site activities for such fee-based activities;



- l. Examine strategies to effectively use volunteers in NDDH activities and compare with other districts.
  - m. Investigation of strategies used to communicate with and between staff, director, board, executive committee, and the community including media; and,
  - n. Recommend changes in procedures to streamline processes.
  - o. Provide strategies to effectively keep up to date on inspections including strategies to mitigate past-due inspections.
- 2. Meeting with the member towns chief-elected and/or administrators identify core issues and actions that member towns would believe are necessary to ensure their continued membership with the District;
- 3. Meeting with NDDH customers (builders, restaurants, schools, etc.) to understand stakeholder experiences and needs;
- 4. Assess organizational structure and impact as it pertains to the Board of Directors, including, but not limited to:
  - a. The role of the Board relative to governance and administrative functions;
  - b. The Organization's understanding of the Freedom of Information Act; and,
  - c. Evaluation of the Board Member's understanding of their role with their municipality.
- B. NDDH is seeking to have the Report completed within four (4) months.
- C. The Proposer's selected for interview will be asked to present proposed timelines with key milestones for the completion of the Report based on the Proposer's understanding of the scope and the firm's means and methods for completion. The Proposer will also be asked for concise strategies to gather information from NDDH staff to minimize impact on daily operations.
- D. Throughout the Report process it is expected that the Proposer will meet, in the Region, not less than monthly with the NDDH Organizational Review Committee and facilitate several other group sessions, meetings and presentations with the NDDH Organizational Review Committee.
- E. Upon acceptance of the completed Report by NDDH, the Proposer shall provide twenty (20) hard copies and a PDF version for subsequent distribution to the NDDH Board members and member municipalities.
- F. All studies, data and other documents, materials and information created by the Proposer pursuant to the Contract, including all unfinished or partially completed work in the event the Contract is terminated before completion for any reason, as well as all copyright rights therein (collectively the "Work Product"), shall be the sole property of NDDH. Upon completion or other termination of the Contract, the Proposer shall deliver to NDDH electronic copies in Word or Excel formats prior to the final payment being made. If other submission formats are desired, those must be negotiated with NDDH prior to their use.

Exhibit A  
**Certification**

The Proposer has read and understood the Proposal Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit F, all attached hereto and made a part hereof, and the following addendum: \_\_\_\_\_ (if any. If none, state "None"), and the Proposal conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an officer of \_\_\_\_\_, that, as the Proposer under these Proposal Documents, all of the information and material supplied to NDDH as required by these Proposal Documents are complete and true. I, as an officer of \_\_\_\_\_, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with NDDH, if awarded the Contract. I, as an officer of \_\_\_\_\_, further understand that any information that is found to be incomplete or false or, any attempt to mislead NDDH is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and Sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public \_\_\_\_\_

Proposer Information

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Exhibit B

## Non-Collusion Statement

The undersigned hereby declares that this Proposal is made without any connection with any other person or person making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by NDDH is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

Signed: \_\_\_\_\_

\_\_\_\_\_  
Proposer's Name

By: \_\_\_\_\_

Name

\_\_\_\_\_  
Its

\_\_\_\_\_  
Street

\_\_\_\_\_  
City/State

Zip

\_\_\_\_\_  
Date

STATE OF CONNECTICUT:

ss

COUNTY OF:

Subscribed and Sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

Exhibit C

## Insurance Requirements

The Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Consultant and all of its agents, employees, sub-consultants and other providers of services and shall name NDDH and its employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Consultant's Certificate of Insurance. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by NDDH. Minimum limits and requirements are stated below:

7. Worker's Compensation Insurance:
  - a. Statutory Coverage
  - b. Employer's Liability
  - c. \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee
2. Commercial General Liability:
  - a. Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Consultants - Limits of Liability for Bodily Injury and Building Damage - Each Occurrence \$1,000,000 and Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
  - b. A Waiver of Subrogation shall be provided
3. Automobile Insurance:
  - a. Including all owned, hired, borrowed and non-owned vehicles
  - b. Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000
4. Errors and Omissions Liability or Professional Services Liability Policy
  - a. Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. NDDH and its employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that NDDH shall receive thirty (30) days advance written notice of cancellation or non-renewal specific to this Project.
  - b. The Consultant agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

The Consultant shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverages.

The Consultant shall direct its Insurer to provide a Certificate of Insurance to NDDH before any work is performed. The Certificate shall specify that NDDH shall receive thirty (30) days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Consultant shall provide NDDH copies of any such insurance policies upon request.

Exhibit D

## Reference Check

Please provide three (3) references:

1. 

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Company Name  

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Contact Person  

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Telephone Number  

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Period of Contract
2. 

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Company Name  

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Contact Person  

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Telephone Number  

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Period of Contract
3. 

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Company Name  

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Contact Person  

---

Telephone Number  

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Period of Contract

Exhibit E

**Pending Of Threatened Litigation**

For cases pending, please provide the following information for each matter:

1. Parties (suing or being sued)
2. Docket Number and Court
3. Brief Description and Status
4. Likely Outcome

(Attach additional sheets, if necessary.)

**Exhibit F**  
**Form of Contract**

**Contract for  
Consulting Services**

THIS CONTRACT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), and the Northeast District Department of Health ("NDDH"), whose address is 69 S Main St Unit 4, Brooklyn, CT 06234.

WITNESSETH:

WHEREAS, NDDH desires to obtain consulting services to examine and make recommendations regarding the organizational structure and related outcomes of NDDH's statutory and discretionary services; and

WHEREAS, NDDH issued a Request for Proposals ("RFP") dated \_\_\_\_\_, 2024, attached as Exhibit to this Contract and incorporated herein. In the event of a conflict between the RFP and this contract, the terms of the Contract shall control. Those terms not defined in the Contract shall have the meanings set forth in the Request for Proposals; and

WHEREAS, Consultant submitted a Proposal dated \_\_\_\_\_, 2024, and Consultant was awarded the Contract on \_\_\_\_\_, 2024; and

WHEREAS, Consultant is ready, willing and able to provide the required services sought by NDDH on the terms and conditions set forth herein and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Consultant and NDDH agree as follows:

1. **Service Provider.** NDDH does hereby appoint Consultant as its consultant to provide consulting services to examine the organizational structure and related outcomes of NDDH's statutory and discretionary services.
2. **Services.** The services to be provided by the consultant to examine and make recommendations regarding the organizational structure and related outcomes of NDDH's statutory and discretionary services are detailed in the Attached RFP, labeled Exhibit A.
3. **Consideration** - In consideration for \_\_\_\_\_ performance of the consultant services, NDDH will pay \_\_\_\_\_.
4. **Insurance.** During the term of this Agreement, Consultant shall carry and maintain in full force and effect (i) commercial general liability insurance with limits of liability not less than \$1,000,000 for each occurrence of bodily injury and property damage and \$2,000,000 in the aggregate, including contractual

liability in an amount of not less than \$1,000,000, and (ii) Umbrella liability insurance with limits of liability not less than \$5,000,000 for each occurrence and in the aggregate placed with AM Best, A VII rated Companies and licensed to conduct business in the State of Connecticut. The Consultant shall provide NDDH with a certificate of said insurance naming the "NDDH and their respective officers, employees and agents" as additional insureds.

## 5. Agreement

- A. This Agreement may be amended in whole or in part by mutual agreement of NDDH and the Consultant.
- B. It is the intention of the parties that the relationship of NDDH to TOWN, in the course of the performance of its duties pursuant hereto, is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute NDDH as a partner, joint venture, agent or employee of the TOWN. NDDH, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of NDDH employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. NDDH and TOWN shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.
- C. If, at any time during the term of the Agreement, the Consultant, in the reasonable discretion of NDDH: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, NDDH shall have the right to terminate the Agreement upon written notice to the Consultant.
- D. In the event of termination by NDDH, Consultant's payment obligation shall cease as of the final date on which services in accordance with this Agreement are last performed by the Consultant.
- E. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.
- F. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of NDDH. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by NDDH as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized by NDDH. This Agreement shall be binding upon and inure to the benefit of NDDH and the Consultant and their respective permitted successors and assigns.
- G. The invalidity or un-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- H. This Agreement shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut.
- I. The Consultant agrees to indemnify and hold harmless NDDH and all of their respective employees, volunteers and agents from (i) any and all claims or losses arising from the negligent or intentional misconduct or failure of performance under this Agreement, except those claims or losses arising from the negligent or intentional misconduct of NDDH or one of their respective employees, volunteers and agents in whole or in part and (ii) a breach of any representation and warranty of NDDH in this Contract. The



Consultant will indemnify and hold harmless NDDH from and against any claims or losses arising from its negligence, in whole or in part, and from its performance of this Agreement.

- J. This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement. This Agreement may not be changed, except in an amendment signed by both parties.
- K. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.
- L. It is the intention of the parties that any dispute arising under this Contract which is not resolved within the thirty (30) day period commencing upon the issuance of written notice of the dispute by one party to another party, shall be settled by arbitration in the City of Hartford, Connecticut, in accordance with the rules then prevailing of the American Arbitration Association using an arbitrator acceptable to both parties and judgment upon the award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction. The cost of any arbitration proceeding under this Section shall be shared equally by the parties to the dispute, excluding a party's attorney's fees.
- M. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by hand delivery or mail (overnight delivery; or registered or certified mail, postage prepaid, return receipt requested) to the respective parties as follows:

If to NDDH:  
Linda Buisson  
69 S Main St Unit 4  
Brooklyn, CT 06234  
(860) 774-7350 ext. 132  
[email@nddh.org](mailto:email@nddh.org)

Or such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

- N. This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

*IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.*

**Northeast District Department of Health**

**Proposer**

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_