



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting @ 7PM
Thursday, August 4, 2016
Colchester Town Hall
Meeting Room 1**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the July 21, 2016 Commission Chairmen Meeting
4. Approve Minutes of the July 21, 2016 Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Commission on Aging – Linda Grzeika to be interviewed
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Computer Network Administrator Job Description
10. Discussion on CHVFC Tax Exemption
11. Discussion and Possible Action on RSM US LLP Business Associate Agreement
12. Discussion and Possible Action on Board of Selectmen Bylaws
13. Discussion on Health District Contract (previous executive session)
14. Citizen's Comments
15. First Selectman's Report
16. Liaison Reports
17. Adjourn

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2016 JUL 28 PM 2:58
TOWN CLERK



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Commission Chairmen Regular Meeting Minutes
Thursday, July 21, 2016
Immediately following the Town Hall Meeting at 7 PM
Colchester Town Hall - Meeting Room 1

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Rosemary Coyle, Selectman Denise Mizia, and Selectman John Jones

MEMBERS ABSENT: None

1. Call to Order

First Selectman A. Shilosky called the meeting to order at 7:05 p.m.

2. Commission Updates – Commission Chairs

Rob Tarlov reported on the **Board of Finance** – Board is working on the next budget season. Working on prioritizing what to communicate to residents. Assessor will be doing informational sessions to the community regarding reevaluation.

Stan Soby reported on the **Blight Task Force** – Completed fourth draft. The group is close to finalizing language for the draft to send to the Board of Selectmen for review. The group did quite a bit of research with other towns.

James Ford reported on the **Economic Development Commission** – In the process of working on CTIP application. Have a Farm Brewery proposed, as well as a potential Bed & Breakfast. Working on a management plan for social media and internet marketing to increase visibility. Developing a regional EDC fair. Need additional members.

Joe Mathieu reported on the **Planning & Zoning Commission**– Board approved the WJJMS presentation. Minor regulation changes for signage. Uptick in residential permits and commercial development permits.

Robert Parlee reported on the **Police Commission** – Reviewing town website for revisions and additions to the Police Dept. page. Looking into securing funding to put Narcan in all police vehicles. Drug Box collected over 1,063 lbs. K9 Josie graduated on July 8th. Presenting bullet vest and badge to Josie at BOS meeting on 8/18. Officers utilizing Stat Check for traffic speed information and collecting the data for roads to pinpoint. Submitted charter language recommendations to the Charter Revision Commission. Working with State Troopers on body cameras.

Stephen Coyle reported on the **Sewer & Water Commission** - report attached

WRITTEN REPORTS RECEIVED FROM THE FOLLOWING (attached):

Jay Gigliotti regarding **Conservation Commission**
Jay Gigliotti regarding **Open Space Advisory Commission**
Stephen Coyle regarding **Sewer & Water**

NO REPORT RECEIVED FROM THE FOLLOWING:

Christopher Bourque **Agriculture Commission**
Ron Goldstein **Board of Education**

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Thomas Tyler **Building Committee**
Merja Lehetinen **Cable Advisory**
Gregg LePage **Charter Revision Commission**
Jean Stawicki **Commission on Aging**
Mary Ellen Mahoney **Cragin Board of Trustees**
Dan Henderson **Ethics Commission**
Christina Maher **Fair Rent Commission**
Ellen Sharon **Historic District Commission**
Jan LaBella **Housing Authority**
Chris Ferrante **Parks & Recreation Commission**
Brenden Healy **Police Retirement Board**
Rob Suhecki **Youth Services Advisory Board**
Laurie Robinson **Zoning Board of Appeals**
Denise Turner **Board of Assessment Appeals**

3. Adjourn

R Coyle moved to adjourn the Commission Chair Meeting at 7:23 p.m., seconded by S Soby. Unanimously approved. MOTION CARRIED.

Attachments (3)

Respectfully submitted,

Tricia Dean
Clerk

Colchester Conservation Commission

Activity since last Chairman's Meeting 4/21/16

- Nine (9) Wetland Agent Approvals for work within the URA
- Eight (8) Commission Issued Permits for work within regulated areas
- Involved with Five (5) Enforcements

Colchester Open Space Advisory

Committee

Activity since last Chairman's Meeting 4/21/16

- Working on Review of 2006 Open Space Plan for potential Revision
- Development of Priority Parcel Acquisition List- A prioritized listing of current parcels of land located within towns greenways and are unprotected from development
- Review and Monitor Open Space Account Balances

Sewer and Water Commission – Chairman Report

July 21, 2016

1. The June meeting was cancelled due to a lack of quorum.
2. At the July 2016 Joint Facilities meeting, it was reported that the Rotary Drum Thickener is up and running. However, two major problems remain.
3. Two Joint Facilities capital projects are scheduled for 2016-2017 – an automated screening process and an automated waste disposal process. Colchester's share is \$117,500.

Stephen Coyle, Chairman



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, July 21, 2016

Immediately following the Commission Chairmen Meeting at 7PM
Colchester Town Hall

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2016 JUL 22 PM 3:02

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, and Selectman John Jones.

MEMBERS ABSENT: none

OTHERS PRESENT: Wetlands Enforcement Officer J Gigliotti, Town Planner R Benson, Board of Finance Chair R Tarlov, Registrar D Mrowka, J Ford, S Brown, L Akerman, Clerk T. Dean and other citizens

1. Call to Order

A Shilosky called the meeting to order at 7:21 p.m.

2. Additions to the Agenda

A Shilosky asked that the following be added to the agenda; Item #9 Discussion and Possible Action on Recreational Trails Program Grant, renumber remaining items.

S Soby moved to add the agenda item as presented, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

3. Approve Minutes of the July 7, 2016 Regular Board of Selectmen Meeting

R Coyle asked for a correction on agenda item #19 First Selectman's Report, to add after reported "for the First Selectman"

R Coyle moved to approve the Regular Board of Selectmen meeting minutes of July 7, 2016, seconded by J Jones. Unanimously approved. MOTION CARRIED

4. Citizen's Comments – D Mrowka stated she would like to see the dump opened up another day during the week.

5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

a. Possible Appointment of Linda Akerman to Fire Inspector

S Soby moved to appoint Linda Akerman to Fire Inspector, seconded by D Mizla. Unanimously approved. MOTION CARRIED

S Soby stated that Linda Akerman has served on previously as a volunteer basis in the past and he was impressed with her work.

6. Budget Transfers - none

7. Tax Refunds & Rebates

S Soby moved to approve tax refund in the amount of \$54.70 to Rossi Law Offices LTD, \$81.27 to Rossi Law Offices LTD, \$118.52 to Rossi Law Offices LTD, \$124.35 to Rossi Law Offices LTD, \$273.06 to Stacey Joeckel, seconded by R Coyle. Unanimously approved. MOTION CARRIED

8. Election of Board of Selectmen Vice Chairmen

S Soby moved to elect Rosemary Coyle as Vice Chairmen, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Recreational Trails Program Grant

J Gigliotti stated that the town applied for this grant in 2015. It is designed to link the Airline Trail from East Lyme to Colchester and including the Salmon River State Forest. Received the final contract from DEEP and now need a formal resolution.

S Soby moved to authorize the First Selectman to sign all necessary documents associated with Colchester's CT DEEP Connecticut Recreational Trails Program Grant Application awarded on March 17, 2016, seconded by D Mizla. Unanimously approved. MOTION CARRIED

S Soby would like to request a price out ahead of time for the stone dust to be applied on the trail. As well as a lighted sign for the crosswalk on Rte 16. S Soby and the Board thanked J Gigliotti for all his hard work in securing this grant for the town.

10. Discussion and Possible Action on Economic Development Commission Facebook Plan

J Ford stated that there are two pieces that the commission is looking to create, a facebook page and a website. J Ford stated that there are two commission members who have 20 years experience in media. J Ford would like to go over a powerpoint presentation which will discuss the goal and strategies to implement both media facets at the next meeting. NO ACTION

11. Discussion and Possible Action on Unemployment Tax Management Service Agreement

R Coyle moved to approve the service agreement for unemployment tax management service for the period 7/1/16-6/30/17 with the Town and authorization the First Selectman to sign all necessary documents, seconded by J Jones. Unanimously approved. MOTION CARRIED

12. Discussion and Possible Action on Fire Department Replacement Copier Agreement

D Mizla moved to approve the five year lease agreement with Ricoh USA, Inc. under the U.S. Communities Master Lease Agreement and authorize the First Selectman to sign all necessary documents, seconded by S Soby. Unanimously approved. MOTION CARRIED.

13. Discussion and Possible Action on Grant Application for Middlesex Paramedic Services

A Shilosky stated that this is not a grant but a budgeted line item for the fiscal year. This amount will grow over the next four years. This is due to the hospitals being cut back tremendously and trying to recoup the cost.

S Soby moved to approve the contract for paramedic services with Middlesex Hospital and authorize the First Selectman to sign all necessary documents, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

14. Discussion and Possible Action on Computer Network Administrator Job Description

A Shilosky stated that the two part time job descriptions were combined to create one full time job description. The GIS component was removed as well as the software programming. R Coyle stated that setting up workstation bullet is missing in the combined description and should be added. S Soby stated that a backup plan in the absence of the one full time position needs to be implemented. He is not comfortable moving forward until this is completed. M Colagiovanni, IT, will be asked to attend the next meeting to discuss options of person or a service that can be utilized for backup. NO ACTION

15. Discussion and Possible Action on Board of Selectmen Bylaws

Board discussed item #1 on the proposed bylaw addition that addresses time limits on citizen's comments. A Shilosky stated that although the control of a meeting is under the chairman management, it would be good to have a guide. Discussion took place on any relevancy and need of a bylaw for citizen's comments. NO ACTION

16. Citizens Comments - none

17. First Selectman's Report

A Shilosky stated the town received an Airline trail grant of \$43,000. Eversource to implement a new transformer on Amston R., and removing the Wall St. transformer. This will net a positive grand list amount of approximately \$800,000 to one million. Building permits July to current are at \$17,000, plus another \$60,000 for a commercial plan. Town received a check from CIRMA for the equity distribution.

18. Liaison Reports

S Soby reported on Zoning Board of Appeals; looked at the court ruling for variances on the basis of hardship. Agriculture Commission; Program from the Farm Bureau taking place in Sept. Will distribute information through various channels, this will be for educational purposes.

R Coyle reported on Commission on Aging; Received \$1,000 donation from Dime Bank to be used for programs and services. Raised \$211 at a fundraiser at Stop & Shop. Received \$300 from the Lions. Transportation stats were given. (report attached)

Fire Department; transition to the new service for 911 is going well. Radio devices have been reprogrammed. S Soby thanked the Chief and Deputy Chief for all their work and ensuring there was a contingency plan if needed. J Jones recognized R Beruta for his volunteer time on this project.

Open Space; Focusing on properties to connect greenways. Questions generated to focus on going forward.

Senior Center Subcommittee; Informational meeting at Town Hall conducted to discuss plans for purchasing the Senior Center. Conducting outreach to area communities to inform of the plan and progress.

J Jones reported on Conservation Commission; Approved dock at a small pond at Old Rod Rd. WJJMS contractor site approved. Not wetlands will be involved, putting in a drainage for water run off. Land Trust is in process of obtaining 68 acres at Tangle Tree Farm parcel.

19. Adjourn

J Jones moved to adjourn at 8:06 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Attachment: Commission on Aging report

Respectfully submitted,

Tricia Dean, Clerk

COA Meeting-July 11, 2016

\$1000 donation from Dime Bank was received on June 3rd at their Grand Opening

Director attended a CASCP annual conference, the morning training was by author of This Chair Rocks, Ashton Applewhite, who writes and speaks out against ageism in our society and the afternoon session was by Donna Fedus, from Borrow My Glasses, on compassion fatigue and burnout. Excellent information from both sessions!

Sr. Center Subcommittee will begin a Q&A tour of senior housing communities throughout Colchester to educate about the purchase of the 95 Norwich Avenue property

Paint Night Fundraiser was a great success with 20 painters registered and raised \$360 for our center

3rd Annual CSC Gold Tournament Fundraiser is scheduled for 8/12 & 13, This has become our most successful fundraiser of the year, planned by BA senior, Luke Hajdasz. Tickets available for 9 Hole at \$50, 18 Hole at \$85 or Awards Banquet only at \$15. Love to have COA's support for this fun event, and invite you to provide a raffle basket or prize.

Volunteer Opportunity: BA is looking for 1:1 Math Tutor for HS students who need some support with simple math concepts for the next academic year. Training provided; info session August 3.

Programs:

- 5 W's of Hearing Loss 7/7
- AARP Smart Driver Course 7/15
- Mystery Trip 7/20-sold out
- Diabetes Live Well Workshop 7/20 (6 week series)
- 5 Steps of Healthy Living Lunch & Learn 7/21
- Sweet Frog Fundraiser 7/28 5-8 p.m.
- USO Show & Luncheon 8/16
- Denim & Diamonds Regional Event @ Port 'n Starboard 9/30

Upcoming Trips

- Royal Lipizzaner Horse Show 8/19, 1 seat left
- Lady Kate Cruise and Bye Bye Birdie at Goodspeed 8/3 SOLD OUT
- Foxwoods Casino bus share with Hebron 9/28
- Plaza Suite at Newport Playhouse 10/3
- Plimouth Plantation (limited seating) 11/15
- Overnight –Middlebury Christmas (Middlebury, VT) 12-7-9
- Springtime Tulip River Cruise 4/6-14, 2017

Attendance & Meals Served:

- Meals served in May: Bistro & Special Meals:154 Community Café: 92 MOW: 410
- Monthly Transports in June: 888
- Monthly Attendance in June: 1262 in 22 days
- Active membership in June-955

Commission on Aging-7 Members, 2 Alternates, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Expiration Date</i>
Chair	Jean Stawicki	D	12/1/2018
Vice Chair	Eleanor Phillips	U	12/31/2016
Member	Rose Levine	D	12/31/2018
Member	Robert Gustafson	D	12/1/2017
Member	Goldie Liverant	D	12/31/2016
Member	Marion Stanavage	R	12/1/2017
Member	Marjorie Mlodzinski	U	12/1/2018
Alternate	Jennifer DeHay	D	12/1/2018
Alternate	VACANT		12/31/2016
Clerk	Michelle Komoroski	n/a	

Commission on Aging



House Bill No. 5277

Public Act No. 16-99

AN ACT EXTENDING THE MUNICIPAL PROPERTY TAX RELIEF TO RETIRED VOLUNTEER FIREFIGHTERS, FIRE POLICE OFFICERS AND EMERGENCY MEDICAL TECHNICIANS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 12-81w of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2016*):

The legislative body of any municipality may establish, by ordinance, a program to provide property tax relief for [the] a nonsalaried local emergency management director, [and for] any individual who volunteers his or her services as a firefighter, fire police officer, as defined in subsection (a) of section 7-308, emergency medical technician, paramedic, civil preparedness staff, [an] active member of a volunteer canine search and rescue team, as defined in section 5-249, [an] active member of a volunteer underwater search and rescue team, or [an] ambulance driver in the municipality, or any individual who is a retired volunteer firefighter, fire police officer or emergency medical technician and has completed at least twenty-five years of service as a volunteer firefighter, fire police officer or emergency medical technician in the municipality. Such tax relief may provide either (1) an abatement of up to one thousand dollars in property taxes due for any fiscal year, or (2) an exemption applicable

House Bill No. 5277

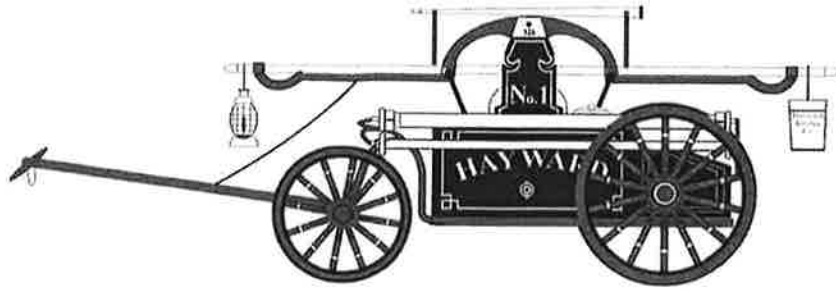
to the assessed value of real or personal property up to an amount equal to the quotient of one million dollars divided by the mill rate, in effect at the time of assessment, expressed as a whole number of dollars per one thousand dollars of assessed value. Any ordinance may authorize interlocal agreements for the purpose of providing property tax relief to such volunteers who live in one municipality but volunteer or volunteered their services in another municipality.

Approved June 1, 2016

129-31. Exemption benefit schedule.

F. Definition of active life member exemption. The “ active life member exemption “shall be defined as an exemption applicable to the assessed value of real or personal property up to an amount of the CHVFD members percentage of his/hers exemptions within the last five (5) years. Once the CHVFD member receives life member status and elects to become an Inactive Life Member, he or she shall receive his or her percentage exemption for life without having to receive any points as stated in paragraphs B&E in this section, until the CHVFD member no longer has real or personal property within the town or becomes deceased.

G. Qualification for active life member exemption. To qualify for life member exemption the CHVFD member must have received an exemption for a consecutive of five (5) years throughout the CHVFD member’s active duty years.



Colchester Hayward Vol. Fire Co.

October 22, 2015

Established in 1854

To: First Selectman, Stan Soby
Subject; November 5, BOS meeting

Please consider the following for an agenda item for the November 5, 2015 BOS meeting.

Change the existing tax exemption for qualifying members to include the attached language.

Currently there are thirteen (13) active Life Members on the rolls of emergency responders that may qualify for tax abatements. Their total years of service to date equates to three hundred, forty-seven (347) years of service to the citizens of Colchester.

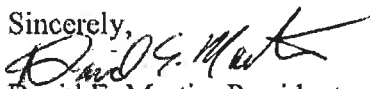
In an effort to afford those members some lasting token of appreciation, we are proposing that when they elect to become inactive members of the organization, the Town of Colchester will continue their abatement as long as they are property owners in Colchester, as long as they have been qualified for the abatement within the past 5 years.

Currently, the cost to the Town will be zero (0) dollars, since these members earn the required points necessary to qualify. Worst possible scenario would occur if all thirteen (13) members decided to go inactive in the same year. That cost would amount to \$13,000.00.

The intent of the change is to give recognition to the many years of sacrifice to these individuals. Additionally it would serve as an incentive for members to stay on as emergency responders longer.

Thank you for your consideration.

Sincerely,


David E. Martin, President

Colchester Hayward Volunteer Fire Company

attachments

Nov 5th BOS
meeting
documents

129-31. Exemption benefit schedule.

- F. Definition of active life member exemption. The “ active life member exemption “shall be defined as an exemption applicable to the assessed value of real or personal property up to an amount of the CHVFD members percentage of his/hers exemptions within the last five (5) years. Once the CHVFD member receives life member status and elects to become an Inactive Life Member, he or she shall receive his or her percentage exemption for life without having to receive any points as stated in paragraphs B&E in this section, as long as the CHVFD member has real or personal property within the town or becomes deceased.
- G. Qualification for active life member exemption. To qualify for life member exemption the CHVFD member must have received an exemption for a consecutive of five (5) years throughout the CHVFD member’s active duty years.



**N. Maggie Cosgrove
Chief Financial Officer
Finance Department**

Date: July 26, 2016

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: RSM US LLP - Business Associate Agreement – Protected Health Information

Background

RSM US LLP is the independent auditing firm for the Town of Colchester for the fiscal year ended June 30, 2016. The audit services to be provided may involve the use or disclosure of information which meets the statutory definition of Protected Health Information. Under the Standards for Privacy of Individually Identifiable Health Information, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, the Town and the auditing firm must enter into a written business associate agreement with respect to the use and disclosure of Protected Health Information.

Recommendation

Authorize First Selectman to sign the Business Associate Agreement with RSM LLP related to auditing services provided for the fiscal year ended June 30, 2016.



RSM US LLP

July 18, 2016

157 Church Street – 11th Floor
New Haven, CT 06510

Ms. N. Maggie Cosgrove
Chief Financial Officer
Town of Colchester
127 Norwich Avenue, Suite 203
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www.rsmus.com

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is effective as of July 18, 2016 (the "Effective Date") by and between the Town of Colchester, Connecticut ("Covered Entity") and RSM US LLP, an Iowa limited liability partnership ("Business Associate").

Recitals

WHEREAS, the purpose of this Agreement is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with Parts 160, 162 and 164 of Chapter 45 of the Code of Federal Regulations (collectively, the "Privacy and Security Rules") issued by the Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and the American Recovery and Reinvestment Act and its implementing regulations (collectively, "ARRA");

WHEREAS, the Privacy and Security Rules provide, among other things, that a covered entity is permitted to use and disclose Protected Health Information and Electronic Protected Health Information (each as defined below) to a business associate and allow the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written contract that the business associate will comply with all applicable Privacy and Security Rules;

WHEREAS, ARRA provides that certain provisions of the Privacy and Security Rules shall apply to business associates directly and whereas Business Associate is a "business associate" within the meaning of 45 C.F.R. Section 160.103; and

WHEREAS, Business Associate will have access to, create, and/or receive certain Protected Health Information and Electronic Protected Health Information in conjunction with the services being provided by Business Associate to Covered Entity.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The following terms shall have the meanings set forth below:
 - (a) **Breach.** "Breach" shall have the meaning set forth in 45 C.F.R. Section 164.402.
 - (b) **C.F.R.** "C.F.R." means the Code of Federal Regulations.
 - (c) **Data Aggregation.** "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 C.F.R. Section 164.501.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

- (d) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. Section 164.501.
- (e) Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" has the meaning assigned to such term in 45 C.F.R. Section 160.103.
- (f) Genetic Information. "Genetic information" has the meaning assigned to such term in 45 C.F.R. Section 160.103.
- (g) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 160.103 and shall include a person who qualifies as the Individual's personal representative in accordance with 45 C.F.R. Section 164.502(g).
- (h) Limited Data Set. "Limited Data Set" shall have the meaning assigned to such term in 45 C.F.R. Section 164.514(e)(2).
- (i) Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Genetic Information shall be considered PHI.
- (j) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.103.
- (k) Secretary. "Secretary" shall mean the Secretary of HHS or his or her designee.
- (l) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. Section 164.304.
- (m) Standard Transactions. "Standard Transactions" shall have the same meaning as the term "standard transactions" in 45 C.F.R. Section 162.103.
- (n) Subcontractor. "Subcontractor" shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- (o) Unsecured Protected Health Information or Unsecured PHI. "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of the technology or methodology specified in regulations or other guidance issued by HHS under Section 13402 of ARRA.

2. Obligations and Activities of Business Associate

- (a) General. Business Associate agrees to abide by applicable provisions of the Privacy and Security Rules, in addition to all federal and applicable state laws concerning the confidentiality, privacy, and security of Protected Health Information and Electronic Protected Health Information, and to not use or further disclose Protected Health Information or Electronic Protected Health Information other than as permitted or required by this Agreement or the Privacy and Security Rules, or as Required By Law.
- (b) Privacy Safeguards. Business Associate shall maintain appropriate administrative, physical, and technical safeguards to protect the privacy of Protected Health Information and to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure.

- (c) Safeguarding Electronic PHI. Business Associate shall implement administrative, physical, and technical safeguards that prevent use or disclosure of the Electronic Protected Health Information other than as permitted by the Privacy and Security Rules. Specifically, Business Associate agrees to implement policies and procedures that do the following:
- (i) Prevent, detect, contain, and correct security violations in accordance with the administrative safeguards set forth in 45 C.F.R. Section 164.308;
 - (ii) Limit physical access to electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed in accordance with the physical safeguards set forth in 45 C.F.R. Section 164.310; and
 - (iii) Allow access to electronic information systems that maintain Electronic PHI to only those persons or software programs that have been granted access rights in accordance with the technical safeguards set forth in 45 C.F.R. Section 164.312.
- (d) Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information or Electronic Protected Health Information by Business Associate in violation of the requirements of this Agreement, the Privacy and Security Rules, or other applicable law.
- (e) Subcontractors. Business Associate agrees to ensure that any Subcontractor to whom it provides Protected Health Information or Electronic Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information in accordance with 45 C.F.R. Sections 164.308(b)(2), 164.502(e)(1)(ii), and 164.504(e)(5).
- (f) Access to PHI. Business Associate agrees to provide access to Protected Health Information in a Designated Record Set, in the manner required by law, in order to meet the requirements under 45 C.F.R. Section 164.524. Business Associate shall provide a copy to Covered Entity or, alternatively, to the Individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the Individual or Covered Entity.
- (g) Amendment of PHI. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 C.F.R. Section 164.526 that Covered Entity directs or agrees to pursuant to the Privacy and Security Rules, in the manner required by law.
- (h) Audits. For purposes of determining compliance with the Privacy and Security Rules, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in the time and manner determined by the Secretary. Business Associate shall retain books and records relating to its use and disclosure of Protected Health Information on Covered Entity's behalf for six (6) years from the date the information is last used or relied upon.
- (i) Documenting Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.

- (j) Accounting. Business Associate agrees to provide to Covered Entity, upon request and in the time and manner required by law, an accounting of disclosures of an individual's Protected Health Information, collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Business Associate may impose a reasonable fee for such accounting in accordance with 45 C.F.R. Section 164.528(c).
- (k) Standard Transactions. If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.
- (l) Reporting Privacy Breaches. Business Associate agrees to report to Covered Entity in writing any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware as soon as practicable of its becoming aware and will take reasonable action necessary to prevent and minimize damage to any Individual and to prevent any future such occurrences. If the unauthorized use or disclosure qualifies as a Breach, Business Associate agrees to comply with the notification provisions in Section 2(n).
- (m) Reporting Security Incidents. Business Associate agrees to report any Security Incident as soon as practicable after becoming aware of such incident. However, certain low risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual Breach of security, and remain within the normal incident level:
- Pings on the firewall;
 - Port scans;
 - Attempts to log onto a system or enter a database with an invalid password or username;
 - Denial-of-service attacks that do not result in a server being taken off-line; and
 - Malware, such as worms or viruses.
- (n) Notification of Breach. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity within 60 calendar days after discovery of the Breach in accordance with 45 C.F.R. Section 164.410, as amended. The notification shall include the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during the Breach. Business Associate shall provide Covered Entity with any other available information that Covered Entity requires in order for Covered Entity to notify, pursuant to HHS regulations, the affected Individuals.
- (o) Prohibition on Sale of Records. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI or Electronic PHI of any Individual unless Business Associate or Covered Entity obtains from the Individual, in accordance with 45 C.F.R. Section 164.508, a valid authorization that includes a specification of whether the PHI or Electronic PHI can be further exchanged for remuneration by the entity receiving PHI or Electronic PHI of that Individual, except as otherwise allowed under ARRA.
- (p) Training. Business Associate shall provide training as to the applicable Privacy and Security Rules to all of its employees who will handle or be responsible for handling PHI or Electronic PHI on behalf of Covered Entity.

3. Permitted Uses and Disclosures by Business Associate

3.1 General Use and Disclosure

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.

3.2 Specific Use and Disclosure Provisions

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information and Electronic Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person (and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached).
- (c) Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI and Electronic PHI to provide data aggregation services relating to the health care operations of Covered Entity, as permitted by 42 C.F.R. Section 164.504(e)(2)(i)(B).
- (e) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 C.F.R. Section 164.514(a)-(c). Business Associate may use PHI: (i) to de-identify the information or create a Limited Data Set in accordance with 45 C.F.R. Section 164.514; (ii) pursuant to an individual authorization in accordance with 45 C.F.R. Section 164.508; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. Section 164.502(j)(1); and (iv) as otherwise authorized in writing by Covered Entity.

4. Obligations of Covered Entity

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate, in writing, of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI and Covered Entity shall provide Business Associate with a copy of the notice of privacy practices that Covered Entity maintains, as well as any changes to that notice.
- (b) Covered Entity shall provide Business Associate with notice, in writing, of any changes in, or revocation of, permission by Individuals to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

- (c) Covered Entity shall notify Business Associate, in writing, of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522. Business Associate agrees to conform to any such restriction.
- (d) Covered Entity acknowledges that it shall provide to, or request from, Business Associate only the minimum Protected Health Information necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.

4.2 Permissible Requests by Covered Entity

Covered Entity represents and warrants that it has the right and authority to disclose Protected Health Information to Business Associate for Business Associate to perform its obligations and provide services to Covered Entity, and Business Associate's use of the Protected Health Information to perform its obligations and provide services to Covered Entity requested by Covered Entity does not, to the extent Business Associate acts within the scope of any such request(s) and this Agreement, violate the Privacy and Security Rules, Covered Entity's privacy notice, or any applicable law. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

5. Termination

- (a) Term. This Agreement shall be effective beginning on the Effective Date and shall terminate when all of the Protected Health Information, in any form, received from, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; provided, however, that, if it is not feasible to destroy the Protected Health Information or to return the Protected Health Information to Covered Entity, protections shall be extended to such information, in accordance with the provisions of subsection (c) below.
- (b) Termination for Cause. Notwithstanding any other provision of this Agreement, if either party discovers or obtains knowledge of a failure by the other party to perform its duties under this Agreement or other material breach of the provisions of this Agreement (hereinafter collectively referred to as a "Material Breach"), the discovering party shall provide a period of 30 business days for the breaching party to cure the Material Breach; provided, however, that, if the breaching party does not cure the Material Breach within such 30-day period, the discovering party shall terminate this Agreement at the end of such 30-day period; and provided, further, that, if cure of such Material Breach is not possible, the discovering party shall terminate this Agreement immediately upon its receipt of knowledge of such Material Breach. Notwithstanding the foregoing, if neither termination nor cure are feasible, the discovering party shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information and Electronic Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, at the direction of Covered Entity. Business Associate shall retain no copies of the Protected Health Information and Electronic Protected Health Information.
 - (2) In the event Business Associate determines that returning or destroying the Protected Health Information or Electronic Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the

conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such Protected Health Information or Electronic Protected Health Information for so long as Business Associate maintains such Protected Health Information or Electronic Protected Health Information. Following the termination of this Agreement, Business Associate shall not disclose Protected Health Information or Electronic Protected Health Information except to Covered Entity or as Required By Law.

6. **Miscellaneous**

- (a) **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) **Amendment.** This Agreement may be amended upon the mutual written agreement of the parties. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information or Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, and by mutual agreement, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate this Agreement on thirty (30) days written notice to the other party.
- (c) **Survival.** The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.
- (d) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the Privacy and Security Rules. In the event of any inconsistency or conflict between this Agreement and any other agreement between the parties, the terms, provisions and conditions of this Agreement shall govern and control.
- (e) **No Third Party Beneficiary.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) **Indemnification.** Each party shall indemnify and hold harmless the other party and its affiliates and their respective partners, principals, directors, officers, employees, agents, and subcontractors from and against any claim, cause of action, liability, damage, penalty, fine, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or relating to any act, omission, or breach by such party in connection with this Agreement. Business Associate is entitled to rely on all instructions, communications, and other directions from Covered Entity concerning disclosure of Protected Health Information or Electronic Protected Health Information.
- (g) **Limitation of Liability.** Business Associate's total liability relating to this Agreement and the underlying services agreement shall be limited as set forth in the underlying services agreement.

- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, to the extent not preempted by federal law. The parties hereby submit to the exclusive personal and subject matter jurisdiction and venue of the courts in such state and agree to waive the defense of an inconvenient forum.

- (i) Compliance with Laws and Policies. Business Associate shall comply with all applicable federal and state laws and regulations during the term of this Agreement and, to the extent provided in Section 6 of this Agreement, after the termination thereof, including without limitation: (1) the Privacy and Security Rules, the Security Standards, and the Breach Notification Standards; and (2) state privacy or security laws, rules, and regulations that apply to Protected Health Information (that are not preempted by the Privacy and Security Rules), the Security Standards, or the Employee Retirement Income Security Act of 1974, as amended.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

COVERED ENTITY:

Town of Colchester, Connecticut

By: _____

Its: _____

Date: _____

BUSINESS ASSOCIATE:

RSM US LLP

By: Scott A. Bassett

Its: Partner

Date: July 18, 2016

- B. A quorum shall consist of three members.
- C. Minutes of the Board's meetings and hearings shall be kept and published in accordance with the Connecticut General Statutes.
- D. All mail addressed to the Board shall be presented by the First Selectman to the Board at its first meeting held after such mail has been delivered to the Board c/o The Office of the First Selectman. All mail shall be deemed 'received' when so presented.
- E. All regular and special meetings of the Board of Selectmen shall be audio recorded. Emergency meetings shall be audio recorded if possible. All recordings shall be made available to the public. The provisions of this section shall not apply to executive sessions.
- F. Citizens' Comments: The Board may permit any individual or group to address the Board concerning any subject that lies within its jurisdiction during the portion of any Board meetings so designated for such purpose. Citizens' Comments shall be subject to the following guidelines:
 - (1) Three (3) minutes will be allotted to each speaker at each warned citizen's comment. The Board may decide by a majority vote to extend the 3 minutes of time allotted. Speakers may provide written testimony or handouts to the Board, which will become part of the public meeting record. Speakers are not permitted to make presentations to the Board using PowerPoint, overhead projectors, or other electronic/digital programs.
 - (2) A Board member shall be appointed by the Chairperson to act as timekeeper for the meeting, if deemed necessary by the Chairperson.
 - (3) All speakers must identify themselves by name and town of residence.
 - (4) The Board will not respond to comments made during Citizens' Comments, with the exception that the Chairperson only may respond if, in the discretion of the Chairperson, such comments require an immediate response.
 - (6) No boisterous conduct shall be permitted at any Board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the Chairperson, of that person's privilege of address. The Chairperson may also ask such person to leave the meeting.
 - (7) If a meeting of the Board is interrupted by disturbances or boisterous conduct and order cannot be restored, the Chairperson may order the room cleared and then continue with the meeting. Members of the press and members of the public not participating in such disturbance and/or not participating in such boisterous conduct may be allowed to remain.

SECTION 5. COMMITTEES AND COMMITTEE CHAIRMEN

- A. From time to time, the Board of Selectmen may appoint such committees