



MEMORANDUM

FROM: Carrie A. Swain, Clerk DATE: June 3, 2020
Board of Education
TO: Michael J. Dalton, City Clerk
SUBJECT: Notice of Workshop/Committee Meetings – Thursday, June 4, 2020,
5:30 p.m., VIRTUAL MEETING VIA ZOOM

The Committees of the Board of Education will meet on Thursday, June 4, 2020, 5:30 p.m. In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury’s Government Access Channel (Comcast Channel 96, Frontier Channel 6096) or listened to via teleconference by calling 1-701-802-5064 with access code 230-567-3. For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the June 4, 2020 Meeting Agenda.

If you wish to address the Board during the public portion of the meeting please call 1-701-802-5064 with access code 230-567-3 between 5:00 and 5:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 5:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING (see above)

1. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Access Rehab Centers, LLC, to provide occupational and physical therapy services – K. Gabrielson.
2. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with EBS Healthcare, Inc., d/b/a Educational Based Services (EBS) to provide speech and language therapy services – K. Gabrielson.
3. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Access Rehab Centers, LLC, to provide speech and language therapy services – K. Gabrielson.
4. Committee on Finance/5 minutes ~ Request approval of a contract with Teaching Strategies, LLC, to provide preschool curriculum, assessment material and professional learning services – D. Schwartz.
5. Committee on Finance/5 minutes ~ Request approval of a contract with Houghton Mifflin Harcourt Publishing Company for Middle School Mathematics Curriculum – D. Schwartz.
6. Committee on Finance/5 minutes ~ Request approval of a contract with CollegeBoard (SpringBoard) for High School English Language Arts and Mathematics Curriculums – D. Schwartz.

7. Committee on Finance/5 minutes ~ Discussion: April 2020 monthly expenditure report - D. Biolo.
8. Committee on Finance/5 minutes ~ Discussion: projected savings in 2019/2020 fiscal year budget due to COVID-19 – D. Biolo.
9. Committee on Finance/5 minutes ~ Request approval of transfers in the 2019/2020 fiscal year budget – D. Biolo.
10. Committee on Finance/5 minutes ~ Discussion: proposed 2020/21 fiscal year budget – D. Biolo.
11. Committee of the Whole/5 minutes ~ Update: Status of Preschool Programs and School Readiness Funded Programs – Dr. Ruffin, D. Schwartz.
12. Superintendent's Notification to the Board/5 minutes:
 - a. Secondary English Language Arts Curriculum Committee appointments, salary according to contract:

| Name | Grade Level | School |
|--------------------------|------------------------------|---------|
| Farley, Amanda | 6 | Wallace |
| Griffin-Crosby, Denise | 6 | Reed |
| Dudek, Caitlyn | 6 | NEMS |
| Mancini-Bellemare, Doris | 7 | WSMS |
| Pratt, Lena | 7 | WSMS |
| Terenzi, Adriana | 7 | NEMS |
| Rosa, Jennifer | 8 | NEMS |
| Romano, Lisa | 8 | Wallace |
| Boratko, Jessica | 8 | Reed |
| Travisano, Tara | 9 | Kennedy |
| Winstanley, Kristin | 9 | WAMS |
| Zappone, Evette | 9 | Wilby |
| Goodman, Jillian | 10 | Kennedy |
| Mancini, Dana | 10 | Wilby |
| Ospalek, Patrick | 10 | WAMS |
| DeVeau, Heather | 11 | Kennedy |
| Pannoni, Michael | 11 | Wilby |
| Singley, Paul | 11 | Wilby |
| Cybart-Persenaire, Alena | 12 | Kennedy |
| Franks-Blanchard, Lauren | 12 | Wilby |
| Cook, Brandy | Middle School Committee Lead | NEMS |
| Cremins, Alison | Middle School Committee Lead | Wallace |
| De Paolo-Gagne, Victoria | High School Committee Lead | Crosby |
| Williams, Patricia | High School Committee Lead | Crosby |

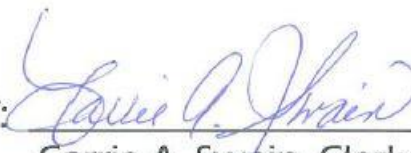
b. Retirements:

DiMaio, Dante – KHS Technology Education, effective 11/06/2020
(*correction from resignation*).

Frageau, Patricia – Principal, Duggan School, effective 06/30/20.

Marold, Mary Ann – Education Liaison to Government, Business & Community, effective 06/30/20.

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Contract between the City of Waterbury and Access Rehab Centers, LLC for occupational and physical therapy services.

Dear Honorable Commissioners and Aldermen:

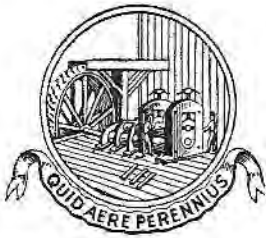
The Department of Special Education requests your approval of a contract with Access Rehab Centers, LLC for the provision of occupational and physical therapy services for students with disabilities in the total not to exceed amount of Three Million Three Thousand and Five Hundred and Thirty-Five Dollars (\$3,003,535) for a three-year term as follows:

For July 1, 2020 - June 30, 2021, an amount not to exceed Nine Hundred Seventy-Nine Thousand and Forty-One Dollars (\$979,041.00) at the hourly rate of \$81.08;

For July 1, 2021 - June 30, 2022, an amount not to exceed One Million One Thousand and Seventeen (\$1,001,017.00) at the hourly rate of \$82.90;

For July 1, 2022 - June 30, 2023, an amount not to exceed One Million Twenty-Three Thousand and Four Hundred Seventy-Seven Dollars (\$1,023,477.00) at the hourly rate of \$84.76.

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA), are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department can elect to undertake the process. The Waterbury Department of Special Education issued Request for Proposal #6574 for occupational and physical therapy services needed for students with disabilities for a total amount of up to 12,075 hours per year for three years.



Waterbury Public Schools

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Director of Pupil Services

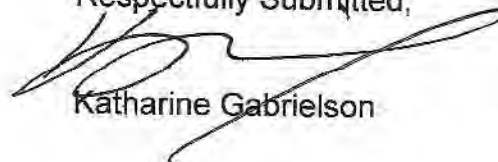
Ten vendors submitted proposals. Our department formed a committee who reviewed the proposals and conducted video interviews with some proposers. The committee consisted of Special Education Supervisors Stacey Kozlowski, Denise Carr and Monica O'Neal and Chairperson Robert Delaney. Thereafter each member of the Committee evaluated and scored each proposal. The Committee looked at vendor experience providing the services, their contract and PO experience, their capacity to provide therapists when requested, the qualifications and experience of the therapists they provide, billing procedures and billable time and completeness of the bid responses.

As required by purchasing procedures, the proposers were rated based on the proposals without the Committee knowing the hourly rates for each service bid. Access Rehab Centers LLC. scored the best of any of the proposers for the services requested.

The Committee then reviewed the hourly rates provided to them by the Purchasing Department. Access Rehab Centers did not have the lowest hourly rate but had the highest vendor score. As its current vendor for OT/PT services, Access Rehab Centers has worked within the contract amount with no billing issues year after year. Access Rehab provides Waterbury with supervisors of its in-district occupational and physical therapists, adaptive equipment and professional development. The Committee determined that Access Rehab Centers, LLC should be awarded the occupational and physical therapy contract under RFP 6574. The Waterbury Purchasing Department awarded the total contract to Access Rehab Centers for all of the service hours. A tax clearance is being obtained and the contract is paid with general funds.

In conclusion, I respectfully request that the Board approve the contract between the City of Waterbury and Access Rehab Centers, LLC for occupational and physical therapy services for students with disabilities.

Respectfully Submitted,



Katharine Gabrielson

Encs. Access OT/PT contract
Attachment A

PROFESSIONAL SERVICES AGREEMENT
RFP No. 6574
for
Occupational and Physical Therapy Services
between
The City of Waterbury, Connecticut
and
Access Rehab Centers, LLC

THIS AGREEMENT (also referred to herein as “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Access Rehab Centers, LLC, located at 22 Tompkins Street, Waterbury, Connecticut, a State of Connecticut duly registered domestic limited liability company (hereinafter referred to as “Access” or “Contractor”).

WHEREAS, Access submitted a proposal to the City responding to Request For Proposals (“RFP”) No. 6574 for Occupational and Therapy Services; and

WHEREAS, the City selected Access to perform services regarding RFP No. 6574; and

WHEREAS, the City desires to obtain Access’s services pursuant to the terms, conditions and provisions set forth in this Agreement (the “Project”).

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. Access shall provide all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this Agreement and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Access shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of, and Access shall provide, up to 12,075 total hours each year of occupational therapy and physical therapy and other related services to students, ages 3-21, and to the Waterbury School District (hereinafter also referred to as “District” or “Using Agency”) for the number of hours, days or portions thereof as the District may need during the school year and during the summer, as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are

acknowledged by Access as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. City of Waterbury Request for Proposal Number 6574 for Occupational and Physical Therapy Services consisting of ten (10) pages, excluding attachments thereto (attached hereto);

1.1.2. Addendum Number 1 to City of Waterbury Request for Proposal Number 6574 for Occupational and Physical Therapy Services dated March 13, 2020, consisting of six (6) pages (attached hereto);

1.1.3. Access' Responses to City of Waterbury Request for Proposal Number 6574 for Occupational and Physical Therapy Services, dated March 24, 2020, excluding Access' Cost Proposals, consisting of seventy five (75) pages (attached hereto);

1.1.4. Access' Cost Proposal submitted with Response in separate envelope on March 24, 2020, consisting of one (1) page, and Access' letter regarding cost proposal dated April 28, 2020, consisting of two (2) pages;

1.1.5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);

1.1.6. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, attached as part of Access' Response.

1.1.7. Certificates of Insurance, attached as part of Access' Response;

1.1.8. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and

1.1.9. All licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1. This Contract

1.2.2. City's aforementioned RFP No. 6574

1.2.3. Addendum Number 1 to City's RFP Number 6574

1.2.4. Access' Response to City's RFP Number 6574

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. Access represents that it will provide occupational and physical therapists who have undergraduate degrees and master's degrees in occupational therapy and physical therapy from an accredited post-secondary institution, CT Health Department Certification and CT State Department of Education certification as required by law. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services. Access represents that it shall immediately provide qualified substitutes for personnel who are absent.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1 Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

3.2 Confidentiality/FERPA. Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Contractor shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.2.1. Any and all materials contained in City of Waterbury Student files that are entrusted to Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Contractor shall be used solely for the purposes of providing services under this Agreement.

3.2.2. Contractor acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Contractor and City shall comply with the requirements of said statute and regulations, as amended from time to time and Contractor agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Contractor has no authority to make disclosures of any information from education records. Access shall instruct its employees of their obligations to comply with FERPA.

3.3. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Contractor.

3.3.1. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.3.2. The Contractor shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.3.3. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein.

3.3.4. The Contractor shall take actions designed to ensure the security and confidentiality of student data.

3.3.5. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Contractor of a breach of Student Data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and

extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.3.6. Student Data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student- generated content.

3.3.7. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.3.8. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.3.9. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.4. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.5. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to Access, unless written permission is obtained from the City to work during other times. Pursuant to Attachment A and as incorporated herein, all hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.6. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.7. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.8. Standard of Performance. All workmanship, services, materials or equipment, provided under this Contract, or intended for it, shall conform in all respects with the requirements of all of this Contract in accordance with professional standards of said profession, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.9. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.10. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.10.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.10.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.10.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project;

3.10.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor;

3.10.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.10.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.10.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.11. Reporting Requirement. Each Access occupational and physical therapist shall provide timely and complete reports as requested by City and/or District staff and provide the District Medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law. Additionally, each Access occupational and physical therapist shall provide periodic, timely, daily if possible, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by Access and/or delivered by Access during the time period covered by the report, and **(iv)** any and all additional useful and/or relevant information. Each report shall be signed by the authoring therapist or authoring Contractor representative.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. Access shall commence all work and services required under this Contract on July 1, 2020 and shall complete all work and services required under this Contract on June 30, 2023 ("Contract Time").

5.1. Time is and shall be of the essence for all work and services to be performed hereunder. The Contractor further agrees that it shall provide services regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion of the services contracted for within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time and the services to be provided within the Contract Time are reasonable.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Contractor shall not exceed **Three Million Three Thousand Five Hundred and Thirty Five Dollars and Fifty Cents (\$3,003,535.50)** and shall be in accordance with Contractor's Confidential Cost Proposal, dated March 24, 2020, and as set forth below:

6.1.1. July 1, 2020 – June 30, 2021

Hourly rate for 12,075 hours:

Eighty One Dollars and Eight Cents (\$81.08)

Nine Hundred, Seventy Nine Thousand and

Forty-One Dollars.....\$979,041.00

6.1.2. July 1, 2021 – June 30, 2022

Hourly rate for 12,075 hours:

Eighty Two Dollars and Ninety Cents (\$82.90)

One Million, One Thousand, Seventeen Dollars

and Fifty Cents.....\$1,001,017.50

6.1.3. July 1, 2022 – June 30, 2023

Hourly Rate for 12,075 hours:

Eighty Four Dollars and Seventy Six Cents (\$84.76)

One Million, Twenty-Three Thousand, Four

Hundred and Seventy Seven Dollars.....\$1,023,477.00

6.2. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1, above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determines that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 6574 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu

thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc., required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.2. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of

cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1. General Liability Insurance: **\$1,000,000.00** per occurrence, **\$2,000,000.00** general aggregate, and **\$2,000,000.00** products and completed operations aggregate.

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2. Automobile Liability Insurance: **\$1,000,000.00** combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

9.4.3. Workers' Compensation: Statutory Limits within the State of

Connecticut: Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4. Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: **\$1,000,000.00** each occurrence and **\$1,000,000.00** aggregate.

9.4.5 Professional Liability Insurance: **\$2,000,000.00** each wrongful act and **\$1,000,000.00** aggregate. Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

9.4.6. Abuse and Molestation Liability Insurance: **\$1,000,000.00** each occurrence and **\$1,000,000.00** aggregate.

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of

Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly

related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. This Section intentionally left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the

Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary

rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall

not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 6574; (ii) Addendum Number 1 to aforementioned RFP No. 6574; and (iii) the Contractor's proposal responding to the aforementioned RFP No. 6574.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the

successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Access Rehab Center, LLC
22 Tompkins Street
Waterbury, Connecticut 06708

City: City of Waterbury
c/o Director of Special Education and Pupil Services
236 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such

current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a

written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

ACCESS REHAB CENTERS, LLC

By: _____

Its _____

Date: _____

ATTACHMENT A

- 1.** City of Waterbury Request for Proposal Number 6574 for Occupational and Physical Therapy Services consisting of ten (10) pages, excluding attachments thereto (attached hereto);
- 2.** Addendum Number 1 to City of Waterbury Request for Proposal Number 6574 for Occupational and Physical Therapy Services dated March 13, 2020, consisting of six (6) pages (attached hereto);
- 3.** Access' Responses to City of Waterbury Request for Proposal Number 6574 for Occupational and Physical Therapy Services, dated March 24, 2020, excluding Access' Cost Proposals, consisting of seventy five (75) pages (attached hereto); and
- 4.** Access' Cost Proposal submitted with Response in separate envelope on March 24, 2020, consisting of one (1) page, and Access' letter regarding cost proposal dated April 28, 2020, consisting of two (2) pages.

ATTACHMENT A

REQUEST FOR PROPOSAL #6574
BY
THE CITY OF WATERBURY
EDUCATION
Occupational and Physical Therapy Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor, proposer or contractor to provide:

Up to 12,075 hours of occupational and/or physical therapy each year to the Waterbury School District to students ages 3-21 with occupational and physical therapy needs and other related work under the direction of District personnel for a three year period commencing on or about July 1, 2020 through June 30, 2023.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, professional proposers to provide occupational and/or physical therapy, testing and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of occupational and/or physical therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic Individualized Education Program (IEP) and data collection systems.
4. Ability to provide experienced, Connecticut (CT) licensed and qualified occupational therapists and physical therapists to the District upon request without delay to fill immediate and changing needs of the District in both in school and in home settings.

5. Ability to provide occupational therapists and physical therapists who have undergraduate degrees and master's degrees in occupational therapy and physical therapy from an accredited post-secondary institution, CT Health Department certification and CT State Department of Education certification as required by law.
6. The occupational therapists and physical therapists provided have experience working with children ages 3-21 in the fields of occupational and physical therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of occupational therapy and physical therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each occupational therapist and physical therapist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each occupational therapist and physical therapist provided must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Each occupational therapist and physical therapist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

C. Scope of Services

1. The proposer agrees to provide up to 12,075 total hours each year of occupational therapy and physical therapy and related services to students, ages 3-21, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. Therapy and related services must be provided by CT licensed, certified and qualified occupational therapists and physical therapists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each therapist proposed and to determine if the person is appropriate to work with District students. The

- proposer will insure that all therapists working in the District have had satisfactory criminal background checks, drugs tests and dcf registry checks as required under law and will provide the District proof upon request.
3. The occupational therapists and physical therapists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student case loads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
 4. The occupational therapists and physical therapists provided by the Proposer will collaborate, train, assist, co-teach, provide professional development and consult with Waterbury staff when requested by the District.
 5. The proposer will provide highly qualified therapists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
 6. The proposer will supervise its therapists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's therapists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to District administrative staff prior to public review.
 7. Each occupational therapist and physical therapist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
 8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
 9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant occupational therapy and physical therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2020 – June 30, 2023.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990

(ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on March 10, 2020**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by March 13, 2020 at 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Professional Service Agreement in Attachment B.
15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.
16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on March 24, 2020.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any

information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single **hourly rate, for each year for three years**, for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.
- h. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements

NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

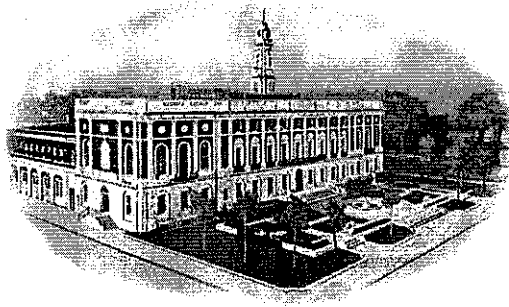
State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

March 13, 2020

RFP #: 6574

Project Title: Occupational and Physical Therapy Services

1. Question: Can you please provide the current rates for the OT and PTs?

Answer: \$79.30 per hour.

2. Question: How many OTs and PTs will you need?

Answer: We need 2,075 hours of service which requires approximately 6 FTE Occupational Therapists and 3 FTE Physical Therapists.

3. Question: Will you accept both full time and part time OTs and PTs to fill the need?

Answer: It depends on the proposals received.

4. Question: If part time employees are accepted, what are the desired amount of hours they will work?

Answer: It depends on the needs of the District and the students and how the vendor will cover the hours needed by the District.

5. Question: Would you want them to work 2-3 full days or just mornings/afternoons?

Answer: See answer to question above.

6. Question: What are the full time hours/day?

Answer: The fulltime hours are the hours of the school day or up to 7 hours a day during the school year of 181 days.

7. Question: What are the days/hours to be worked in the summer?

Answer: The hours and days of the summer program can vary. The summer program is for approximately 4 weeks (20 days) in the summer at approximately 5 hours per day.

8. Question: Page 3, Section 3, Item 7 reads: 7. Each occupational therapist and physical therapist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law. Are interested vendors expected to bill Medicaid directly?

Answer: No, the vendor's employees/agents are required to give the requisite information to the District when it is requested and the District will bill Medicaid.

9. Question: Who are the current vendors?

Answer: See answer to question above.

10. Question: What is the current rate for OT and PT?

Answer: See answer to question above

11. Question: How many FTE for OT and FTE for PT do you anticipate needing to staff the district?

Answer: See answer to question above.

12. Question: Do you currently utilize COTAs and PTAs in conjunction with OTRs and RPTs, if not would you consider this?

Answer: The vendor has supplied one COTA in addition to the OTs and PTs provided.

13. Question: Does the district provide access to computers and internet for completion of IEPs and other billing documentation such as Medicaid billing?

Answer: See answer to question above.

14. Question: What program does Waterbury use for Medicaid billing?

Answer: PowerSchool Service Capture Program.

15. Question: What factors (e.g., direct IEP hours, year to year workload trends) were used to determine the calculation of “up to 12,075 hours” of occupational and/or physical therapy?

Answer: These hours were calculated based on the hours used in past years for these services.

16. Question: How many school occupational therapy practitioners does the district have on staff? How many school physical therapy practitioners?

Answer: See answer to question above.

17. Question: Of the 12,075 hours anticipated, what is the expected amount of FTE contract for vendor supplied school occupational therapy practitioners and physical therapy practitioners?

Answer: See answer to question above.

18. Question: Is there a favorable history of having supervised occupational therapy assistants and physical therapy assistants provide service in Waterbury Schools?

Answer: Our current vendor provided one COTA who they supervised.

19. Question: What are the direct IEP hours for occupational therapy? for physical therapy?

Answer: The direct hours change from year to year or throughout the year based on the needs of the students receiving OT/PT.

20. Question: How many students with an IEP receive direct occupational therapy services? physical therapy?

Answer: The number of students changes but the average case load is approximately 410 receiving OT direct services and approximately 130 receiving PT direct services.

21. Question: How many students with an IEP receive consultation only occupational therapy services? physical therapy?

Answer: The number of students changes but approximately 106 students receive consult services and approximately 28 students receiving PT services.

22. Question: How many students receive occupational therapy services through a 504 plan? physical therapy services?

Answer: The number of students changes but approximately 18 students receive OT, 3 receive PT and 8 students receive both.

23. Question: How many schools or sites (i.e., including homebound services and out of district placement) will occupational therapy practitioners need to cover under this agreement?

Answer: All schools in the District and whichever students may need homebound services next year. We have not provided services to out of district schools.

24. Question: Number of schools or sites for physical therapy practitioners?

Answer: See answer to question above.

25. Question: At this time, are there compensatory occupational therapy services owed that need to be resolved in the upcoming school year? If so, how much? Compensatory physical therapy services owed?

Answer: No, there should not be hours owed to district students from the current school year unless a new student comes into the District with compensatory time or the student's case is unique or changed causing compensatory time.

26. Question: Does the district have virtual meeting options to join IEP meetings remotely? Or is face-to-face the only option?

Answer: Yes, if it is necessary and the building has the phone system available for the meeting.

27. Question: Will the vendor be expected to provide technology (e.g., access to a computer) or is this available through the district?

Answer: The district provides technology to the extent that contracted providers need it and the technology is available.

28. Question: Will work space accommodations be provided?

Answer: In each building, work space is provided to extent the building has it.

29. Question: What professional development or staff trainings have been provided in the recent past by therapy practitioners? What are the areas of interest for professional development?

Answer: Trainings have included fine and visual motor development for preschool workers.

30. Question: Will teletherapy bids be considered for the award of this RFP?

Answer: No, not at this time

31. Question: Why is the district utilizing a solicitation for the services requested in this bid?

Answer: Please refer to the City of Waterbury's Procurement Ordinance, Chapter 38.

32. Question: Will there be a pre-bid meeting for interested vendors to attend?

Answer: No.

33. Question: How many vendors does the district expect to award a contract to for the services requested in this solicitation?

Answer: It depends on the proposals received.

34. Question: Can the district please clarify how needs for contractors will be disseminated to vendors post award?

Answer: The special education supervisor for the OT/PT and the Director of Pupil Services will communicate with representatives of the vendors.

35. Question: Can the district please provide points or percentages for the evaluation criteria?

Answer: Please refer to the RFP Section I, Evaluation of Proposals; Selection Process.

36. Question: How many references does the district require?

Answer: Section I in the RFP refers to Section H2b in the RFP which requires a listing of all projects completed within the last three years as well as projects of a similar nature to those included in the scope of services in this RFP. Under Section I, the City can contact those listed in Section H2b in assessing the experience, expertise and capabilities of the proposers. There is no required number set forth in the RFP.

37. Question: Can the district please clarify if you would like the names of the total schools contracts in the last 5 years throughout our entire company or just the state of CT?

Answer: See answer to question above. It is up to proposers what they include in their proposal.

38. Question: Can the district please provide incumbent information, and current bill rates, for contracts in place for similar services?

Answer: See answer to question above.

39. Question: What is the expected amount of FTE contract, vendor supplied OTs and PTs utilized during the 2020-21 SY?

Answer: Approximately 6 FTE OTs and 3 FTE PTs.

40. Question: Can the district please provide the total amount of FTE contract, vendor supplied OTs and PTs utilized during the 2018-19 SY?

Answer: Approximately 6 FTE OTs and 3 FTE PTs.

41. Question: Can the district please describe the supplies and materials that contracted providers will have access to at the district? (wifi, computer access, testing material, office supplies, etc.)?

Answer: Yes, to the extent that they need them and that they are available.

42. Question: What travel between schools is expected for these providers?

Answer: It depends on the assignment.

43. Question: Can the district please clarify expectations of homebound instruction (i.e. will certain OTs and PTs only be working in the home, or is it specifically just in the instance a student is unable to make it to school)?

Answer: Services for homebound instruction are intermittent. The PT or OT would not be working only in a home.

44. Question: Can the district please confirm that there are no mandatory State Set-Aside requirements for this solicitation?

Answer: There are no mandatory set aside requirements for this RFP.

45. Question: Can the district please clarify if they are willing to accept Certified Occupational Therapy Assistants (COTA's) in addition to, or in place of, an OT?

Answer: Possibly in addition to OTs but it depends on the proposals submitted. The district prefers OTs.

46. Question: Of the 12,075 hours requested, how many of those hours are anticipated to be for OT services, and how many for PT services?

Answer: Approximately 2/3rds of the hours are for occupational therapy and about a third of the hours are for physical therapy services.

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury



Proposal to:

**The City of Waterbury
Department of Education**

for

Occupational and Physical Therapy Services

Submitted by:



**22 Tompkins Street
Waterbury, CT 06708
March 24, 2020**



March 24, 2020

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street,
Waterbury, CT 06702

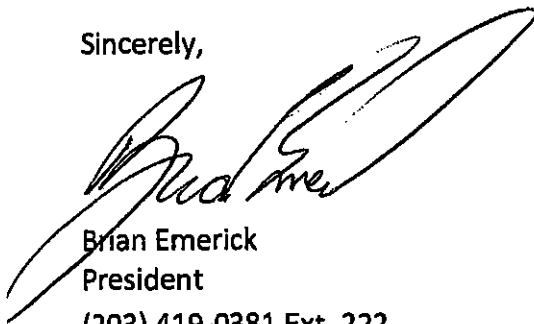
Dear Mr. McCaffery,

As the President of ACCESS REHAB CENTERS, I would like to convey the continued pleasure it has been to assist the Waterbury School System over the past years in striving to provide the best possible school experience for our community's children. We have felt a strong sense of partnership with the Waterbury School System administration and appreciate the opportunity to submit our proposal for future school staff services.

ACCESS REHAB CENTERS continues to have the largest pool of physical, occupational and speech therapists in the Greater Waterbury area. We have expanded our extensive network of provider relationships with regional school systems. We now have twelve outpatient centers, including two very active pediatric sites. We provide pediatric outpatient services and Birth to Three services throughout the Greater Waterbury area and provide all the inpatient therapy at Waterbury Hospital. We have seen year over year increases in patient visits every year of our existence.

Please feel free to contact me directly if you have any questions or would like further clarification on any of the information contained in this bid proposal.

Sincerely,



Brian Emerick
President

(203) 419-0381 Ext. 222

Corporate Office & Clinic: 22 Tompkins Street, Waterbury, CT 06708 Ph: (203) 419-0381 Fax: (203) 419-0389

650 Wolcott Road
Wolcott, CT 06716
Ph: (203) 879-6700

690 Main St S, Suite 5
Southbury, CT 06488
Ph: (203) 267-4060

305 Church Street
Naugatuck, CT 06770
Ph: (203) 723-4010

134 Grandview Avenue
Waterbury, CT 06708
Ph: (203) 573-7130

715 Lakewood Road
Waterbury, CT 06704
Ph: (203) 759-1122

Inside Waterbury Hospital
64 Robbins St., Waterbury
Ph: (203) 573-6041

1625 Straits Turnpike
Middlebury, CT 06762
Ph: (203) 598-0400

84 Oxford Road
Oxford, CT 06478
Ph: (203) 881-0830

131 Main St., Suite 105B
Thomaston, CT 06787
Phone: (860) 283-4700

2154 East Main Street
Waterbury, CT 06705
Ph: (203) 575-0516

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Access is pleased to offer this proposal for the opportunity to continue providing OT-PT services to the Waterbury School Systems for years 2020-2023.

We are committed to keeping our services as cost effective to the City as possible, consistent with the services and added-value we feel we offer, and this is reflected in our cost proposal.

Founded in 1998, Access Rehab Centers was formed by combining the long-standing therapy programs at Waterbury Hospital and at Easterseals of Greater Waterbury. The combination of these two therapy programs produced a “hybrid” company that continues to be extremely successful. Access Rehab Centers has enjoyed dramatic growth since its inception. The company’s commitment to quality has allowed for ongoing CARF accreditation, consistent growth in patient volumes, the expansion of the company into other therapy delivery models, as well as managing other hospital therapy delivery systems.

Access Rehab Centers has garnered and maintained a reputation for producing high quality programs in a cost-efficient manner. We regularly experience extremely low staff turnover as we strive to hire therapists who value doing quality therapy. Access Rehab Centers now provides staffing, management, and clinical leadership to therapy programs in several area school systems, thirteen outpatient programs, inpatient services at Waterbury Hospital, Birth to Three services for the Greater Waterbury area and an extensive pediatric program which extends from the NICU unit through outpatient and school-based programs.

Our company has performed services for the Waterbury School District for many years. During this time we have developed a substantial understanding of the needs of the District and its teachers. With our home offices based in Waterbury, our management team is dedicated to being highly responsive to Waterbury Schools to maintain a successful collaborative relationship

We respectfully ask the Department of Education to consider the differentiating factors below which we feel strongly advance the choice of Access Rehab Centers for the District's OT-PT therapy provider.

- We are a Waterbury-based company able to understand and quickly respond to the needs of the City's School District.
- Access has provided, and will continue to provide a very experienced and dedicated onsite Clinical Manager for our services, who also carries a full caseload.
- Access has a cohesive, low-turnover team: The majority of our OT-PT therapists have worked together for at least 15 years. Together with our on-site program manager the group acts as a team, providing more consistency and responsiveness than could be offered by a group of newly recruited individuals.
- Access Rehab Centers holds monthly school-based team meetings run by the Clinical Manager further creating a cohesive and responsive group.
- Access employs a part-time Administrative Assistant solely dedicated to Waterbury School-based Services to ensure accurate and on-time billing and documentation.
- Access developed and uses a Quarterly Quality Indicator Report, which is reviewed in-person with the Department, utilizing an underlying database that allows for tracking of emerging children's needs and services required.
- We have equipped a majority our therapists with Apple ipads, additional to their laptop computers.

- We have developed specialist skills in low and mid level assistive technology, having put together low tech kits, mid/high level evaluation capability with a dedicated laptop with AT software. We have received training in assistive technology from experts in the field.
- Sensory Room Expertise: Our company President and a number of our school system therapists have expertise in developing sensory rooms.
- Access has provided and will continue to provide additional “Added Value” services. *See the section entitled Added Value for a more complete listing of services we have provided.*
- Access PT/OT school therapists have attended multiple Continuing Education courses and Professional Staff Development Sessions in the last 3 years. *See a listing of courses attended on the following pages.*
- Further regarding Continuing Education Courses, therapists that attend a CE Course cross-train all other team members by presenting a summary of the course at their monthly school-based team meetings.

Therapist Courses taken over the last 3 years

Physical Therapists' Continuing Education/Professional Development Courses Completed for School Years 2017-2020

- Soft Tissue and Trigger Point Release 2E via Exercise ETC- Guy Andrews MA, CSCS*D
- Are we underserving the pediatric ankle? Supporting Development through a multisystem approach- Amanda Hall
- Continuing Education/Professional Development Courses Completed (outside of staff meetings) for 2017/18, 2018/19, 2019/2020 School Years.
- Changing gait outcomes in the young child with mild cerebral palsy: A paradigm shift
- Management of children with developmental coordination disorder: and evidence - based CPG
- Treating the pediatric athlete: modifying treatment for the younger patient
- Trunk control in Children with neuromotor deficits: assessment and intervention
- Creative movement and play interventions for children with autism spectrum disorder
- Down syndrome: what do we do and what do we know?
- Pediatric Functional Strength Training
- School Based Therapy
- Alzheimer's Disease and Other Dementias
- Osteoarthritis of the Hip: Rehabilitation and Treatment Strategies
- High-Functioning Autism Spectrum Disorders: PT Interventions
- Pediatrics: Is it Sensory or Is it Behavior?
- Sensory Integration and Autism Spectrum Disorders
- School Based Physical Therapy Resource Review
- An Introduction to Physical Therapy in Connecticut Schools: Best Practices and Resources
- Strength Training in Children with Neurological Disorders
- Therapeutic Management of children with Vestibular Dysfunction
- Screening for Medical Conditions and Adverse Drug Reactions
- Therapeutic Evaluation and treatment of Toe Walking
- Duchenne Muscular Dystrophy and Spinal Muscular Atrophy: Advancing Assessment and Intervention
- Myofascial Release/Manual Therapy techniques
- Communities of Practice for PT guidelines
- The Amputee Walking School
- Filling your Toolbox with Techniques: Treating Children with ADHD
- Sports Nutrition Principles for Training and Recovery - Strategies to Optimize Performance
- Balance Training with Smart Phone Apps and Household Items
- Temporomandibular Joint - Assessment and Treatment
- Overview of Family Educational Rights and Privacy Act (FERPA)
- Evidence Based Physical Therapy Management of Idiopathic Toe Walking

- Key to Physical Literacy and Fundamental Movement Skills for Children Who Use Wheelchairs: Consideration for Adapted Sport and Inclusive Physical Education
- Gross Motor Delay: Challenging the Norms
- Maximizing Core Retraining
- Alphabet Soup: Digesting the ETR and IEP
- Developmental Coordination Disorder Defined: Understanding the Clumsy Child
- Decoding and Understanding Transtibial Gait Biomechanics and Gait Deviations
- Growing Up Gumby: How to Identify and Threat Pediatric Hypermobility
- The Importance of Early Mobility
- Power Wheelchairs: An Overview of Advanced Features
- Top Tech Tools for Struggling Students: A Fast and Fierce Analysis
- Indoor Rainy Day, Snowy Day Fun
- Management of Lower Extremity Tendinopathy
- The Spine is Sport: Consideration of Athletic Hip Joint Injuries

**Occupational Therapists' Continuing Education/Professional Development Courses
Completed for School Years 2017-2020**

- Brain Rules for Pediatric Treatment
- Sensory Integration: Assessing and treating when formal testing isn't possible.
- Sensory Profile 2: What's New and What stayed the same
- Self-regulation: strategies for student success
- Differentiating Sensory from Behavior
- Now You See Me, Visual Rehabilitation in Pediatrics
- Timesaving Strategies to Integrate Your OT Intervention Into Classrooms (2 therapists)
- Dyslexia: Building New Neuropathways to Master Visual and Auditory Memory, Visual Perceptual Skills, Visual Motor Skill Development and More!
- Aromatherapy in the research: what do we really know?
- "Look and Listen" approach to pediatric dysphasia
- Anxiety disorders
- Understanding mental disorders: personality disorders anxiety and depression
- Pediatric standing equipment indications and implementations
- Child Abuse
- Pediatric abusive head trauma
- Sickle cell disease and infants children and youth: rehabilitation and education
- An introduction to the brain works approach for effective sensory diets
- Sensory Integration: Assessing and Treating Kids when Formal Testing isn't Possible
- Self-Regulation in Children: Keeping the Body, Mind and Emotion on Task in Children w Autism, ADHD or Sensory Disorders
- Distinct Value of Occupational Therapy in Today's Schools
- Evaluation Student Participation: Focus on Strengths in Your School Based Evaluation

- Brain Rules for Pediatric Treatment: Neuroscience Meets Evidence-Based Practice
- Cranial Symposium
- Autism- De-Escalate Meltdowns and Diffuse Explosive Behaviors in Children
- Reducing Disconnected, Defiant and other Challenging Behaviors
- Bridging Communities: Interoception: the 8th Sense
- Occupational Therapists: Strengthen Visual Perceptual Skills
- Improving the Impact of Your School-Based OT Services (May 2018)
- Dyslexia: Building New Neuropathways to Master Visual and Auditory Memory, Visual Perceptual Skills, Visual Motor Skill Development and More (May 2019)
- Autism: Across the Spectrum (Feb 2020)
- Smart But Scattered- Executive Dysfunction at Home and at School (2017)
- Play with Your Food; Overcoming Food Selectivity
- Effective Neurological Management of Sensory Processing
- Now You See Me: Visual Rehabilitation in Pediatrics
- Eating with Ease: Managing Complex Feeding and Swallowing
- Practical Strategies for Improving the Effectiveness, Efficiency, & Impact of Your School Based O.T. Services
- School Based OT: Reducing Disconnected, Defiant, and Other Challenging Behaviors to Increase Student Success

“ADDED VALUE”

**provided by Access Rehab Centers
to the Waterbury School District in the past 6 years**

- Sponsored 2 professional development events from NEAT-Nicole Feeney
- Presented workshop for City Based Child Care Centers “Understanding the Development of Fine Motor, Visual Motor and Self-Help Skills as they relate to Child Care Centers (3 separate groups)—at no cost to the City
- Presented workshop on a professional development day for all Pre-K teachers and paraprofessionals-Understanding the Development of Fine Motor, Visual Motor and Self-Help Skills for Pre-K students
- Presentation to Bucks Hill Annex staff—Sensory and Sensory Motor Skills
- Gave 3 workshops for parents—an evening event (w-Elaine S) ‘Crayons, Pencils and Scissors: Help your Child develop the skills to use Them’
- During a PD day COTA gave workshop to art teachers-how to adapt art materials for all students to be able to participate

- Provide speech services beyond what the contract states as requested by the Sped Dept
- Maintain and catalog adaptive equipment in 2 storage units
 - Accept, pick up and transport donated adaptive equipment to the storage units
 - Visit NEAT (to purchase equipment at a discounted price) when adaptive equipment is needed
 - Transport some of the adaptive equipment to various schools
- Organize outside vendors to provide school wide in service for power wheelchairs
- Provide a fine/visual motor program for all kindergartens at Duggan School
- Purchase and donate low tech items for students
- Develop and make low tech equipment for students
- Work with parents as a contact when new orthotics are needed
- Change the model for self-contained/specialized classes with the addition of consult to the program to enhance the class setting
- Organized 30+ binders (one for each school/program) with all the forms necessary to ensure communication/notification to the ACCESS school office for new students, who receive OT/PT services; screen requests and evaluation request forms
- Updated binders with strategies and suggestions for Tier team use-to be done before requesting a screen (50+ binders available over the years of the contract)
- OT is a member of the Waterbury Schools Assistive Technology Committee

Access Rehab Centers fully meets and complies with the qualifications outlined in the Waterbury School District RFP Section B:

1. We have experience and expertise in providing similar services. (*see Section 2b section on Relevant Experience*)
2. We have a proven track record in providing these types of services to similar school districts. (*See Attachment A for the school contracts we have serviced over the last 5 years.*)
3. We possess the required knowledge and experience with federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of occupational therapy and physical therapy services.
4. We can and will provide experienced, Connecticut licensed and qualified occupational therapists and physical therapists to the District upon request without delay to fill immediate and changing needs of the District both in school and in home settings.
5. We can and will provide occupational therapists and physical therapists having undergraduate degrees and master's degrees in occupational therapy and physical therapy from an accredited post-secondary institution, CT Health department certification and CT State Department of Education certification as required by law.
6. The occupational therapists and physical therapists we will provide have experience working with children ages 3-21 in the fields of occupational and physical therapy.
7. As evidenced by the therapist resumes in ATTACHMENT B, our proposed therapists have training and experience in the school setting and individual experience in the provision of occupational therapy and physical therapy services to students with disabilities.

Our retention rate for staff has continually been above 90% annually.

Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

8. Therapists Access will provide have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each occupational therapist and physical therapist provided will follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Each occupational therapist and physical therapist will provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

Scope of Services

Access Rehab Centers will provide up to 12,075 hours of occupational and physical therapy services.

Acceptance of RFP Terms and Conditions

In accordance with Waterbury School District requirements, Access Rehab Centers has reviewed and will be prepared to sign, prior to the execution of a contract with the City, the items and forms included in the Contract Compliance Packet.

Access Rehab Centers accepts the City's standard agreement language.

Access Rehab Centers represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly the preparation of this proposal.

As requested in RFP section B, Qualifications, please find a list of school contracts Access Rehab Centers has serviced in the last 5 years as ATTACHMENT A.

Please see separate sealed envelope marked
"Confidential: Cost Proposal"

Access Rehab Centers is a legal entity, duly organized, valid and in good standing under the laws of Connecticut and is in full compliance with all federal and state obligations related to our organization.

Access Rehab Centers is accredited by the Commission on Accreditation of Rehab Facilities (CARF). This includes a self-imposed, stringent, on-site audit of all of our outpatient programs. Our inpatient and VNA staffing programs meet or exceed the standards imposed by the Joint Commission on Accreditation of Healthcare Organizations.

Access Rehab Centers has yearly full accounting audits performed through an independent certified public accounting firm.

Our staff is highly experienced in the regulatory requirements for the provision of therapy services in multiple settings including school system services.

Our firm conducts a regular "Information Outcomes Measurement System" that includes rigorous outcomes studies for all areas of practice. Individual Quality Indicator reports are generated as requested by specific service contracts. These reports are tailored to the regulatory requirements of each entity and they are provided on a regular basis.

Access Rehab Centers has provided Physical and Occupational Therapy Services in the Waterbury School System for the past fourteen years, as well as Speech services for the last six.

Access Rehab Centers has grown in size and scope every year of its existence. We continue to provide staffing, management and clinical leadership to therapy programs in several area school systems, inpatient services at Waterbury

Hospital, Birth to Three services for the Greater Waterbury, and an extensive pediatric program.

We continue to add or grow specialized services such as Pediatric Feeding, Women's Health, Shoulder/Hand therapy and treatment of Parkinson's and Multiple Sclerosis conditions, with more expansions underway.

References

Roberta Abell, Prior Supervisor of Special Education -Speech
Waterbury Public School System
236 Grand St.
Waterbury, CT 06702
203-430-5075

Melissa Baldwin, Previous Director of Special Education
Waterbury Public School System
236 Grand St.
Waterbury, CT 06702
203-346-3505

CREC (multiple schools)
Janet Scialdone, Account Manager, CREC Resource Group
111 Charter Oak Ave.
Hartford, CT 06106
(860) 509-3681

Tiz Mulligan, Director of Athletics
Westover School
1237 Whittemore Rd.
Middlebury, CT 06762
(203) 577-4557

Access Rehab Centers is fully committed to supporting the Waterbury School District program. Our administrative staff is experienced in the provision of therapy services and in the recruiting, development and maintaining of strong teams of clinicians supporting multiple settings.

The administrative team will be available to be reached on a 24 hour basis, seven days a week to assist as needed. This team includes, but is not limited to:

Brian P. Emerick, MBA, MSOT (President):

After internships in acute hospital, rehabilitation services and long-term care psych services, Mr. Emerick worked as staff therapist in a rehabilitation hospital. From this position Mr. Emerick obtained a position with a healthcare company that specialized in contracted therapy programs to state agencies. Mr. Emerick served as a consultant and program developer in numerous states and facilities including Delaware, Oregon, Florida, Pennsylvania, Kansas, Tennessee, Indiana and Connecticut. These programs served developmentally delayed individuals ranging in age from childhood through late adulthood. Mr. Emerick has extensive experience in systems development, contractual services, and in the building of strong customer relationships. Mr. Emerick will serve as a primary administrative contact for Waterbury Schools.

Harvey Heyman, MBA (Business Planning Manager):

Mr. Heyman received a degree in pre-med before receiving his MBA, and has spent more than half of his 30+ years professional career in the medical/healthcare field. He served as Product Marketing Manager for a Fortune 500 medical imaging firm, was Strategic Planning Manager for a Fortune 200 company, and founded his own management consulting firm operating in the areas of customer needs and satisfaction. Mr. Heyman has experience in business contract relations, and additional experience managing the design and implementation of enterprise IT solutions. Additional to Mr. Emerick, Mr. Heyman will serve as a primary administrative contact for the Waterbury School District.

Lynette Wittmer, RPT: (Manager of Birth to Three Services and Lead Outpatient Pediatric Therapist)

Ms. Wittmer has extensive experience in all facets of pediatric services. She has developed the current Neonatal Intensive Care Unit therapy program for Waterbury Hospital. Ms. Wittmer has coordinated the physical therapy services for Birth to Three for the Greater Waterbury area and has many years of experience with pediatric outpatient services. Ms. Wittmer has experience working with several local area schools as well as other CT school regions.

Nancy Renner, OTR/L (Program Manager, Waterbury School Contract):

Ms. Renner is currently the on-site manager for the Waterbury School Physical and Occupational Therapy Contract, while also carrying a full caseload. Ms. Renner received her BS in Occupational Therapy from Quinnipiac University, and has worked primarily in school-based settings for 30+ years. Ms. Renner has held supervisory roles since 1991. She has overseen all aspects of Access Rehab school-based therapist services ensuring adherence to contract terms while holding monthly team meetings that provide professional development.

John J. Gevinski, M.D.: (Medical Director for Access Rehab Centers for the past 21 years)

Dr. Gevinski is a specialist in physical medicine and rehabilitation. He has extensive experience working with therapists within a multi-disciplinary model and meets weekly with Access therapists for patient case rounds. Dr. Gevinski received training in adult and pediatric physical medicine at the Rusk Institute and the NYU Medical Center. He has additional training in internal medicine at the Yale Internal Medicine Program. Dr. Gevinski is a member of the Waterbury Hospital medical staff.

Lynne Zailckas, COTA (Contract Coordinator):

Ms. Zailckas has been with Access Rehab Centers for 22 years. She has extensive experience with contracting therapy services as well as a background as a legal assistant. Ms. Zailckas is also an Occupational Therapy Assistant.

Access Rehab Centers currently provides an ongoing connection through an on-site lead Program Manager for Physical and Occupational Therapy, as well as priority contact numbers for the clinical lead for pediatric services, the President, and the Business Planning Manager. Administrative staff continues to perform regular quarterly reviews and Quality Indicator Reports to ensure early detection of any problems or opportunities for improved services.

Our objective is always to have our employees function as if they were your employees. Our management process is designed to partner with you in the achieving of your facilities' goals. Our services include:

- **Staffing Resources and Management:** Access Rehab Centers' locally-based administration is available to ensure quality and consistent staffing for all services contracted. In addition, should the Waterbury School system or its affiliated programs be interested in contracting Access Rehab Centers for therapy staffing beyond the scope of this agreement, we are available to recruit additional positions as needed.
- **Clinical and Staffing Adjustments:** Should specific requirements for clinical skill sets become evident in the future Access Rehab Centers will strive to recruit or develop the necessary skills sets required.
- **Clinical Education:** Full-time Access Rehab Centers' staff members each have a \$1,500 yearly continuing education budget to be used to maintain and grow their clinical expertise. In addition, Access Rehab Centers sponsors two continuing education courses each year. Our staff are encouraged to attend the sponsored courses.
- **Clinical staff** will participate in all organization quality improvement programs as well as develop any additional quality improvement initiatives as requested by the school-based program.

Access Rehab Centers has a long history of successfully partnering with the Waterbury Public School District in the development and implementation of therapy programs. Our current program already has in place the majority of the staffing systems, IT infrastructure, staff training mechanisms and management oversight that will be needed.

Service Philosophy/Service Continuity:

Therapists assigned to this contract will serve to act essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

Staffing and Initiation of Services:

- A. Recruiting: We currently have the requisite occupational and physical therapists needed in place in the District. Should additional staff be needed to fill this contract to meet Waterbury School system's exact needs, Access Rehab Centers would undertake major recruiting efforts to include extensive advertising, networking, meetings with current therapy providers, and additional recruiting events.
- B. Interviewing and Hiring: The interview process would strive to be a cooperative effort between the Waterbury School systems and Access Rehab Centers Administration. Candidates would be screened by Access Rehab Centers and then presented for review by School System representatives.

- C. Training of Staff: Contracted hours would begin at whatever point that the school system would deem appropriate. Staff would be made available prior to commencing routine work to ensure they are oriented and in-serviced in the job duties as well as the facility policies and procedures. Access Rehab Centers' administrative staff would be available, at no additional cost, to assist with the planning and coordination for the initiation of services and orientation of newly hired therapists. Whenever possible, orientation and training materials would be provided to newly hired therapists well in advance so as to maximize the training experience and minimize the time required for the training process.
- D. Orientation to Caseloads: Staff will be made available and Access Rehab Centers administrative staff will assist as needed, in ensuring that the process of orientation is as complete as necessary, but as brief as possible.
- E. Initiation of Services: The therapists that will be assigned to this contract will be available to serve essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

1. Proposer Information

- a. Firm Name: Access Rehab Centers, LLC
- b. Address: 22 Tompkins Street, Waterbury, CT. 06708
- c. Date Form Organized: October, 1998
- d. Form of Ownership: LLC
- e. Years Providing Services: 22 years
(See Management Team section for full Management Group)
- f. Access Rehab Centers Board Chair: Lester Schindel– Interim
President and CEO, Waterbury Hospital
Board Secretary: Patricia Gentil

2a. Philosophy Statement and Business Focus

Access Rehab Centers is recognized for the high quality of care provided by therapy clinicians throughout all of the areas of service provision provided by the company. Quality of care and customer service are the foundations of Access Rehab Centers' dramatic growth as a company. Access Rehab Centers specializes in meeting the needs of facilities that require Occupational Therapy, Physical Therapy or Speech Language Pathology services. The primary focus for the company has been management of programs, school-based staffing, inpatient hospital care, outpatient adult and pediatric services, and Birth to Three services. Future growth for the company will be focused on two primary markets: school-based contracting services and program management for large healthcare facilities.

2b. Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed in the last 3 years includes:

School-based:

- 1. CREC, ATTN: Janet Scialdone, 111 Charter Oak, Hartford, CT 06106.
 - Service provided: Speech @ E.C. Vinal Tech and Goodwin Tech.

- Contract periods include:

- a. 8/1/2016 – 6/30/2017 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$38,811.
- b. 8/1/2017 – 6/30/2018 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$23,635.
- c. 8/1/2018 – 6/30/2019 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$61,525.
- d. 8/1/2019 – 1/7/20. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$27,736.

2. **Naugatuck Public School**, ATTN: Brian Mariano, Athletic Director, 543 Rubber Ave., Naugatuck, CT 06770.

- Service provided: Athletic Trainer.

- Contract periods include:

- a. 8/1/2017 – 6/30/2019. Contract es in place and has since expired. Services were started on time and was within budget. Gross amount of contract/billing was \$73,000.

3. **Waterbury Public Schools**, 236 Grand Steet-2nd floor, Waterbury, CT 06706.

Services provided: PT/OT and Speech

- Contract periods include:

- a. 7/1/2014 – 6/30/2017. Contract was in place and has since expired. Services started on time. Gross amount of contract was \$4,223,965.

Services provided: PT/OT

- Contract periods include:

- a. 7/1/17-6/30/20. Contract is in place and is active. Gross amount of contract is \$2,671,745

Services provided: Speech

- Contract periods include:

- a. 7/1/17-6/30/20. Contract is in place and is active. Gross amount of contract, including Amendment expect to be = \$1,734,665.

4. **Westover School, ATTN: Tiz Mulligan, Athletic Director, P.O. Box 847, Middlebury, CT 06762.** Service provided: Athletic Trainer.

- Contract periods include:
 - o 8/1/17-6/30/2020. Contract is currently in place and is active. Services were started on time and will be within budget.

Early Intervention Based:

- Easterseals Rehab Center of Greater Waterbury, 22 Tompkins St., Waterbury, CT 06708
Services Provided: Birth to Three Based Physical and Occupational Therapy, Speech and Language Pathology Services
Service Dates: 10/1998 – Present
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes
- Creative Interventions, 15 School St., East Granby, CT 06026
Services Provided: Birth to Three Based Physical Therapy
Service Dates: 7/2013 - current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes

Hospital-based:

- Waterbury Hospital, 64 Robbins St., Waterbury, CT 06708
Services Provided: Inpatient Hospital Physical and Occupational Therapy and Speech and Language Pathology Services
Service Dates: 10/1998 - current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes

Homecare-Based:

- All About You Home Care, CHCS LLC, 21 Church Street, Naugatuck, CT 06770
Services Provided: Home Care Occupational Therapy

Service Dates: 2/2017 -5/2018

Agreement in Place Currently: No

Started on time and in budget as per agreement requirements: Yes

- All Pointe Home Care, 675 West Johnson Ave., Cheshire, CT 06410
Services Provided: Homecare Physical and Occupational Therapy
Service Dates: 6/2017-current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes
- Lutheran Home of Southbury, 990 Main St. N, Southbury CT 06488
Services Provided: Speech and Language Pathology Services
Service Dates: 7/2017 – 8/2017
Agreement in Place Currently: No
Started on time and in budget as per agreement requirements: Yes
- VNA Health at Home, 27 Siemon Company Drive, Suite 101, Watertown, CT 067955
Services Provided: Home Care Physical and Occupational Therapy and Speech Therapy
Service Dates: 2/2017 – current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes

Management Contract:

- Easterseals Rehab Center, 22 Tompkins St., Waterbury, CT 06708
Services Provided: Outpatient Physical, Occupational and Speech Therapy Management for Easterseals Meriden location.
Service Dates: 7/2013 – current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes

2c. Personnel Listing

Please see **ATTACHMENT B** for Personnel Listing and Resumes.

2d. Conflicts of Interest

Access Rehab Centers does provide outpatient pediatric services to patients throughout the Greater Waterbury area. Access Rehab Centers accepts almost all insurances and, as such, provides a relatively unique resource to the children of Waterbury. It is important that Access Rehab Centers continue to provide this outpatient support. Previous agreements with school systems, including the Waterbury School system, have allowed this provision to be met by the assurance that no therapist working for Access Rehab Centers would provide outpatient services to a child to whom they provide services in the school system. It is our belief that this arrangement meets the intent of the conflict of interest clause.

3a. Organizational Qualifications

Company:

Access Rehab Centers has provided therapy staffing to schools for many years. We have extensive experience in pediatric service provision throughout the entire spectrum of services including; neonatal services, Birth to Three services, specialty clinics that provide pediatric feeding groups, pediatric aquatics, general outpatient pediatric services, and school-based services. We also have on staff a certified assistive technology specialist.

Please see **ATTACHMENT D** for a complete Organizational Chart.

Personnel:

All staff provided under this contract will have an undergraduate degree and master's degree in Occupational or Physical Therapy from an accredited post-secondary institution, CT Health Department certification and CT State Department of Education certification. Preference will be given to those having Spanish bilingualism.

Each Occupational or Physical Therapist provided will have expertise in the principles, methods and procedures used to determine need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design

and implement treatment plans, identify appropriate accommodations and assistive devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.

All therapists that would be assigned would have at minimum, the prerequisite one year minimum experience and will have worked previously in a pediatric or school setting. With Waterbury School system's full prior agreement only, highly qualified Clinical Fellows will also be considered under certain conditions, working under the supervision of Access licensed therapists.

Retention/turnover rate:

The retention rate of all Physical Occupational and Speech therapists at Access Rehab Centers has always been above 90% annually.

3b. Work Plan/Service Delivery Model

Therapists assigned to this contract will work under the direct guidance or direction of district personnel. They will provide services to assigned case loads and perform other responsibilities including but not limited to participation in PPT meetings and other activities to meet district requests or responsibilities. They will collaborate, train, assist and consult with Waterbury staff as requested.

Therapists assigned to this contract will maintain appropriate records of work including but not limited to attendance, therapy, progress, IEP's, reports, evaluations, data and daily time records. They will provide the Waterbury School District any documentation requested in an acceptable form and manner and in compliance with all relevant Federal laws including those laws relating to student records and confidentiality and special education, relevant Connecticut laws and regulations and City of Waterbury laws, procedures and directives.

Service Delivery Model:

Billable services will be provided utilizing the follow models:

- Direct service delivery is hands-on time spent with the children. This includes individual as well as group therapy. Whenever possible, this would take place within the student's normal routine.
- Consultative service delivery includes an education professional seeking out a therapist with concerns or questions usually on a one-to-one basis. The therapist acts as a resource to be accessed by the teacher or the education team. This can include modeling behaviors, providing information for the development of IEPs, or information on specific therapeutic techniques/principles/methods of interaction.
- Indirect service delivery includes therapists providing recommendations as well as educating other professionals via in-services, reports, small group meetings, and meetings on a one to one basis.
 - * PPTs and reports could be considered to be indirect or consultative depending on the subject being discussed.
- Program management by a lead clinician.

3c. Services Expected of the City

The services that would be required from the Waterbury School System / City would include:

- Access to adequate space for the performance of any necessary evaluations, treatments, fabrication of adaptive equipment, and documentation.
- Access to relevant records or information necessary to provide the optimal level of services.
- Access to the students as agreed in the students IEP.

1. Cost Schedule

Please see 3-year Cost Schedule in a separate sealed envelope.

5. Information Regarding failure to Complete Work, Default and Litigation

- a. To date, Access Rehab Centers has never failed to complete work awarded to it as part of an RFP awarded contract.
- b. Access Rehab has never defaulted on a contract.
- c. There is no pending litigation involving Access Rehab Centers.
- d. We have never had a contract terminated for cause.
- e. We have never been named in a lawsuit related to errors and omissions.
- f. We have never filed for protection under Federal Bankruptcy laws.
- g. We have never exceeded the amount of a contract we were awarded.
- h. There are no other factors or information that would affect Access Rehab's ability to provide the services sought by the City in its RFP.

6. Access Rehab Centers does not take exception to any requirement in the RFP.

7. Additional Information: We authorize the City to request of us directly or of any persons, firms or corporations to furnish any information requested by the City in verification of the recitals included in this RFP response.

ATTACHMENT A

SCHOOL CONTRACTS SERVICED OVER LAST 5 YEARS

1. **CREC**, ATTN: Janet Scialdone, 111 Charter Oak, Hartford, CT.
 - Service provided: Speech @ E.C. Vinal Tech and Goodwin Tech.
 - Contract periods include:
 - a. 8/1/2015 - 6/30/2016 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$87,995.
 - b. 8/1/2016 – 6/30/2017 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$38,811.
 - c. 8/1/2017 – 6/30/2018 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$23,635.
 - d. 8/1/2018 – 6/30/2019 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$61,525.
 - e. 8/1/2019 – 1/7/2020. Contract was in place and has expired. Services were started on time and in budget. Gross amount of the contract/billing was \$27,736.

2. **Naugatuck Public School**, ATT: Brian Mariano, Athletic Director, 543 Rubber Ave., Naugatuck, CT 06770.
 - Service provided: Athletic Trainer.
 - Contract periods include:
 - a. 8/1/2015 – 6/30/2017. Contract was in place and has since expired. Services were started on time and were in budget. Gross amount of contract/total amount of billing was \$70,000.
 - b. 8/1/2017-6/30/2019. Contract was in place and has since expired. Services were started on time and were in budget. Gross amount of contract/billing was \$73,000.

3. Waterbury Public Schools, 236 Grand Street-2nd floor, Waterbury, CT 06706.

Services provided: PT/OT and Speech

- Contract periods include:
 - a. 7/1/2014 – 6/30/2017. Contract was in place and has since expired. Services started on time. Gross amount of contract was \$4,223,965.

Services provided: PT/OT

- Contract periods include:
 - a. 7/1/17-6/30/20. Contract is in place and is active. Gross amount of contract is \$2,671,745

Services provided: Speech

- Contract periods include:
 - a. 7/1/17-6/30/20. Contract is in place and is active. Gross amount of contract, including Amendment expect to be = \$1,734,665.

4. Westover School, ATTN: Tiz Mulligan, Athletic Director, P.O. Box 847, Middlebury, CT 06762. Service provided: Athletic Trainer.

- Contract periods include:
 - a. 8/1/2015 – 6/30/2017. Contract was in place and has since expired. Services were started on time. Gross amount of contract/billing was \$43,893.
 - b. 8/1/17-6/30/2020. Contract is currently in place and is active. Services were started on time and will be within budget. Total amount billed YTD is \$51,179.

Occupational and Physical Therapists Resumes

Occupational Therapists

Melanie Aftowski OT

Kristin Antonucci OT

Penelope Barsch OT

Rivka Barth OT

Geraldine Campbell OT

Brittany Cyr OT

Elizabeth Jaffin OT

Danielle Lucarelli OT

Nancy Renner OT

Denise Scheilke OT

Chana Schuck OT

Physical Therapists

Sheri Camputaro PT

Christina Koukopoulos PT

Brad Krell PT

Susan Masayda PT

Anneliese Sensini PT

Anneliese Sensini, PT
131 South Main St
Wallingford CT 06492
H 203-294-0734
C 203-631-5793
asensini323@gmail.com

Education:

- BS in Physical Therapy from The Medical College of Ohio in consortium with Bowling Green State University, Bowling Green OH 43403. Graduated summa cum laude, December 1995.
- High school diploma from Bowling Green High School, Bowling Green OH 43402 – college-prep

Work Experience:

- February 2012 – present: Access Rehab Centers, Inc, 1625 Straits Turnpike, Middlebury CT. Waterbury Public Schools contract, Pre-K through High school
- October 2007 – January 2012: Easter Seals, Meriden CT. 10/2007 – 9/2008 outpatient orthopedic, neuro; (September 2008 – present Birth to Three, pediatrics.)
- March 2003 – October 2007: ProCare Physical Therapy, Wallingford/Meriden CT. Out-patient orthopedic. Experience with cervical and lumbar pain/injuries; shoulder pain/post-op; knee pain/post-op; as well as various other orthopedic injuries.
- November 1996 – February 2000: Gaylord Hospital, Wallingford CT. Acute in-patient rehab, primarily in the neuro-orthopedic and med-rehab units, as well as CVA. Specialized in SCI, MS, GBS, THR, TKR, amputation, pulmonary and cancer. Worked closely with the clinician for Wheelchair Clinic, Barb Crane. Primary PT for MS Clinic. Clinician for 4 PT students. Aquatic experience. Actively involved with recreation department and “community re-entry” program.
- December 1995 – November 1996: The Center for Optimum Care-New Haven, Ella Grasso Blvd, New Haven CT. Long-term and sub-acute rehab in a SNF setting.

Other Experiences:

- February 2000 – January 2003: Lived in Milan, Italy with my family. I am competent in Italian.
- Vice President of Education for the CT Chapter of the National Spinal Cord Injury Association.
- Actively involved in rejuvenating the “Stop Trauma” program of trauma-preventive behaviors for school children.
- PT representative for the MS Conference Committee at Gaylord Hospital, 1998-1999.

References furnished upon request

Brittany R Cyr OTR/L

77 Martone St, Waterbury, CT 06708 | 203-598-5503 | brittc0808@gmail.com

Education

BACHELOR OF SCIENCE | MAY 2015 | QUINNIPIAC UNIVERSITY

- Major: Occupational Therapy

MASTERS OF OCCUPATIONAL THERAPY | MAY 2017 | QUINNIPIAC UNIVERSITY

- Major: Occupational Therapy

Clinical Experience

ACCESS REHAB AT WATERBURY HOSPITAL, WATERBURY CT – OCTOBER 2017- PRESENT

- Acute Hospital setting, ages 24+
- Evaluation, intervention, and team collaboration on all nursing units, emergency room, and critical care units
- Joint replacements, pulmonary conditions, CVA, cardiac conditions, fractures, and neurologic conditions

SYMBRIA REHAB AT NOBLE HORIZONS, SALISBURY CT – AUGUST 2017- APRIL 2018

- Short term and long-term rehab, ages 50+
- Evaluation, intervention, discharge planning, patient and family education, team collaboration, and home program
- Casamba documentation system
- Joint replacements, fractures, pulmonary conditions, cardiac conditions, CVA, and Parkinsons

ACCESS REHAB WATERBURY SCHOOL CONTRACT – AUGUST 2018- PRESENT

- School setting, ages 4-14
- Evaluations and intervention for students on assigned caseload in both mainstream and essential skills classrooms
- Powerschool IEP documentation system
- Fine motor, sensory processing disorders, self-care, visual perceptual disorders, and classroom management skills

University and Community Activities

CHEERLEADING HEAD COACH | QUINNIPIAC UNIVERSITY - HAMDEN | FEBRUARY 2017-PRESENT

- Run practices three practice per week (3 hrs/practice), plus games
- Ensure the safety of the girls at all times
- Teach skills and technique to avoid injuries
- Assist in travel arrangements for traveling for tournaments
- Responsible for accounting and budgeting dollars throughout trip
- Manage participants throughout the duration of the trip
- Manage a budget throughout the season
- Effective communication with members of the team, staff, and administration

CHEERLEADING HEAD COACH | OUR LADY OF MOUNT CARMEL SCHOOL - WATERBURY | SEPTEMBER 2010-JUNE 2019

- Run practices three practice per week (2.5 hrs/practice), plus games
- Ensure the safety of the girls at all times
- Teach skills and technique to avoid injuries
- Putting together a winning routine in which the girls will compete with

- Organizing community events for the girls to participate in
- Teach morals about sportsmanship and respect
- Organizing an annual community service project for selected cause

JUST THE ICING ON THE CAKE - WATERBURY | AUGUST 2009 TO PRESENT

- Self employed
- Designing custom, made to order three dimensional cakes
- Managing a budget and inventory

Skills and Certifications

OTR | NATIONAL BOARD OF OCCUPATIONAL THERAPY | PRESENT

CONNECTICUT OCCUPATIONAL THERAPY LICENSE 4802

CPR | AMERICAN HEART ASSOCIATION | PRESENT

TUTOR | LOCAL FAMILY | SEPTEMBER 2015 - PRESENT

KINSIOLOGY TAPING CERTIFICATION | SUMMIT PROFESSIONAL EDUCATIONAL | PRESENT

Chana Schuck, MS - OTR/L

143 Euclid Avenue, Waterbury, CT 06710

Phone: 203-591-8938

E-mail: cschuck@gmail.com

OBJECTIVE

A position in the field of occupational therapy where I can use my clinical experience, education, and interpersonal skills in an environment conducive to the development of knowledge and proficiency.

EDUCATION

Sacred Heart University, Fairfield, CT

Master of Science, **Occupational Therapy**, August 2002 GPA: **3.8**

Touro College, Brooklyn, NY

Bachelor of Arts, **Psychology**, August 2000 GPA: **3.8**

Dean's List: Fall 1996 – Spring 2000

CERTIFICATIONS

NBCOT certification and Connecticut State license

WORK EXPERIENCE

Access Rehab Centers/Waterbury Public School Contract, Waterbury, CT

Occupational Therapist, March 2006 – Present

- ◆ Evaluated and provided intervention for school age children with a variety of diagnoses and disabilities in the public school setting.
- ◆ Collaborated with team members at students PPT meetings.

Abbott Terrace Health Center, Waterbury, CT

Occupational Therapist, February 2004 – March 2006

River Glen Health Care Center, Southbury, CT

Occupational Therapist, October 2002 – February 2004

- ◆ Evaluated and provided intervention for geriatric patients in a SNF setting.
- ◆ Collaborated treatment sessions with physical and speech therapies.
- ◆ Reported at weekly Medicare team meetings.
- ◆ Conducted in-services for the nursing staff about wheelchair parts and proper usage, range of motion, and safe transfers.
- ◆ Navigated through the custom wheelchair process to provide residents with an appropriate positioning device.

Children's Therapy Center, Watertown, CT

Occupational Therapist, October 2004 – June 2005

- ◆ Designed and provided interventions to school aged children with sensory deficits in a sensory based clinic setting.

SKILLS

Basic understanding of oral and written Hebrew

Proficient in Microsoft Word

ACTIVITIES

Provided consultation and strategies to teachers in Yeshiva K'tana regarding whole classroom and individual student needs, on a volunteer basis

REFERENCES

Available upon request

CHRISTIE KOUKOPOULOS, PT
190 Great Hollow Road
Woodbury, CT 06798
(203) 263-7149
koukopoulos@yahoo.com

SUMMARY:

Current Connecticut Physical Therapy License. Twentythree years of professional experience in the field of physical therapy, primarily with the pediatric population. Twenty years in the public school setting, experienced with 4 to 21 years of age in this setting. Additional experience in outpatient therapy setting birth to adulthood, Connecticut's Birth to Three system, VNA services, and home-bound school services. Responsibilities include evaluation and treatment, parent education, professional development, formation and implementation of IEPs and IFSPs, collaboration and teaming with members of the staff.

EDUCATION:

SOUTHERN CONNECTICUT STATE UNIVERSITY
Assistive Technology Concentration Course Work
UNIVERSITY OF CONNECTICUT
Bachelor of Science in Physical Therapy
CENTRAL CONNECTICUT STATE UNIVERSITY
Bachelor of Science in Physical Education

Hamden, CT
July 2012
Storrs, CT
June 1997
New Britain, CT
December 1990

WORK EXPERIENCE:

ACCESS REHABILITATION CENTERS, Waterbury, CT
PRN Physical Therapist for Connecticut Birth to Three,
Waterbury Public School System, and Homebound Students May 2004-Present

- Evaluate and treat children with a wide variety of diagnoses.
- Consult and partner with birth to three staff and parents.
- Develop and implement IEPs and IFSPs.
- Act as a service coordinator.
- Document treatment plans and progress notes.

REGION 14 PUBLIC SCHOOL SYSTEM
Pediatric School-Based Physical Therapist

Woodbury/Bethlehem, CT
September 1999-Present

Evaluate and treat students ages 4 to 21 with autism spectrum disorders, developmental delays, cerebral palsy, muscular disease, apraxia, intellectual disabilities, musculo-skeletal impairments, post-surgical, Downs syndrome, visual impairments, and other neurological impairments in a public school setting.

- Write triennial and annual reviews.
- Report progress notes quarterly on IEP Direct.
- Develop and implement IEPs on IEP Direct.
- Create task analyses and lesson plans for staff and family to facilitate continuity for the carrying out of physical therapy programming.
- Design protocols to be carried out by staff to ensure safety of students and staff members.
- Participate in weekly team meetings with interdisciplinary school staff and parents.
- Consult with school staff and parents as needed.
- Participate in home visits to implement programming.
- Act as a liaison between school, parents, and physician.
- Develop data collection systems and follow through with analysis.
- Carry out and implement behavior plans.
- Monitor equipment needs, ordering, and budgeting.
- Prepare and present in-services for staff on a variety of topics.

WORK EXPERIENCE:

BETHEL PUBLIC SCHOOL SYSTEM
Pediatric School-Based Physical Therapist

Bethel, CT
October 2000-2010

EASTER SEALS REHABILITATION CENTERS
Physical Therapist

Waterbury, CT
July 1997-October 2000

- Evaluated and treated children with developmental delay, neurological impairments, and muscular diseases.
- Developed and implemented treatment plans, home exercise programs, and family/caregiver education.
- Assessed children in Foster Care Clinic and the Neonatal Intensive Care Unit.
- Provided outpatient therapy to children and adults.
- Participated in weekly rehabilitation team meetings to coordinate service delivery.

**CONTINUING
EDUCATION:**

Regularly attend various school-based and non school-based workshops and conferences.

CERTIFICATIONS:

Certified Mayatek Electric Muscle Stimulation Technician, Certified Infant/Child, and Adult CPR. Certified PMT Trainer

REFERENCES:

Available upon request.

Danielle Lucarelli

250 Christian Street

Oxford, CT 06478

203-206-4721

Dandgluc@aol.com

Enthusiastic occupational therapist with over 23 years of clinical experience

Objective: To obtain a challenging position in the field of occupational therapy in a progressive health care company that would enable me to use my experience with both adults and children.

WORK EXPERIENCE:

10/2016 – present **Little Britches Therapeutic Horseback Riding**

- Facilitate and assist with exercise programs for children and adults while maintaining balance/posture on horseback

01/2007 – present **Access Rehab Centers**

- Assistant Supervisor to OT department for public school contract (10/2016 to present)
- Effectively communicate with team members regarding students progress, as well as offer recommendations for school success
- Accurately assess and formulate treatment plans in a school setting
- Accurately assess and formulate treatment plans in an out-patient setting
- Manage Level I and II OT student fieldwork programs as well as supervise both Level I and Level II students
- Work cooperatively with peers to contribute to overall productivity
- Eagerly volunteer for other job related duties

09/2006 – 10/2007 **Connecticut VNA**

- Staff Occupational Therapist
- Provide occupational therapy services in the home setting to children and adults
 - Communicate with doctors, nurses and families to provide comprehensive treatment

12/1996 – 09/2006 Easter Seals Rehabilitation Center of CT

- Staff Occupational Therapist
- Fieldwork Coordinator
- Provide occupational therapy services in an out-patient setting to children and adults
- Provide occupational therapy services to children in the Birth to Three Program
- Provide occupational therapy to children in the school system

Education: University of New Hampshire, Durham, New Hampshire

Bachelor of Science, Occupational Therapy

References Furnished Upon Request

Denise Schielke
157 Maple Tree Hill Rd.
Oxford, CT 06478
(203) 228-6001
dschielke1974@gmail.com

OBJECTIVE: Occupational Therapy position in Waterbury Public Schools

Education:

- **Keuka College** Keuka Park, New York 1998-2000
Bachelor of Science Degree in Occupational Therapy
- **NVCTC Waterbury, CT** 1996-1998
Associate Degree in Liberal Arts and Science
- **W.F. Kaynor Technical School** Waterbury, CT 1989-1993
High School Diploma & Hairdressing/Cosmetology License

Experience:

Access Rehab Centers Pediatric /School Based OT - Middlebury, CT Nov. 2004 to present

- Waterbury Public Schools; implementing IEP's, evaluations, treatment, d/c planning, PPT meetings
- Birth to Three for Easter Seals; service coordinator, implementing individualized family service planning / IFSP
- Pediatric outpatient clinic, VNA Homecare
- Typical diagnoses include; PDD/Autism, Cerebral Palsy, Down's Syndrome, global developmental delays

Regional School District 14 School Based OT - Woodbury, CT 2008-2013

- ESY summer program

Children's Therapy Services School Based OT - Cheshire, CT 2012-2013

- Serviced Regional School District 15, Southbury, CT

St. Vincent's Special Needs Services, Trumbull, CT Feb. 2002 to Nov. 2004

- Multiple handicapped pediatric population ages 6-21, evals, goal writing, annual reports, following IEP's, PPT meetings
- NDT techniques, static splinting, wheelchair modifications, oral motor , feeding adaptations, ADL training with adaptive equipment, manual therapy, craniosacral, myofascial techniques, sensory integration techniques

Professional affiliations: Phi Theta Kappa member NVCTC, Dean's list, Keuka College, NBCOT

RESUME

Elizabeth Jaffin, MS, OTR/L

110 Peter Road
Woodbury, CT 06798
(203) 856-0630
lizjaffin@gmail.com

Qualifications

- Extensive experience in providing occupational therapy services to public school students aged 3-21 with a variety of diagnoses including autism, vision impairment, cerebral palsy, ADHD, mental retardation and learning disabilities.
- Experienced in providing educationally relevant assessments to students aged 3 – 21.
- Have provided assessment and therapy services through 0-3 programs, integrated preschool, and for elementary through high school-aged students.
- Have worked in individual/small group settings and through an inclusion model.
- Experienced in using a variety of treatment approaches including neurodevelopmental treatment, sensory integration and functional activity-based therapy.
- Experienced in using Tienet and IEPDirect
- Experienced in writing measurable goals/objectives and in data collection.
- Able to work well with other team members and families.
- Have provided in-services for peers and parent groups.
- Have kept current through continuing education.

Education

Diploma of the College of Occupational Therapists

Dorset House School of Occupational Therapy, Oxford, England

Bachelor of Science in Occupational Therapy

Master of Science in Developmental Disabilities: OT/PT in the Schools

New York Medical College; Westchester Institute of Human Development

Work Experience; Public Schools

| | |
|----------------|--|
| 2015 - Present | Access Rehab Centers <ul style="list-style-type: none">• Contract Services to the Waterbury Public Schools |
| 2018 - 2019 | Region 14 Public Schools <ul style="list-style-type: none">• Summer OT services |
| 1995 - 2011 | Ridgefield Public Schools |
| 2009 - 2010 | Region 14 Public Schools <ul style="list-style-type: none">• Per diem services |
| 1991 - 1995 | Ridgefield Public Schools <ul style="list-style-type: none">• Per diem services |
| | Norwalk Public Schools <ul style="list-style-type: none">• Per diem services |
| 1989 - 1991 | Greenwich Public Schools |

- 1986 - 1989 Cooperative Educational Services, Fairfield, CT;
• Contract services to the Greenwich Public Schools
- 1985 - 1986 Easter Seals Rehabilitation Center, Stamford, CT;
• Contract services to the Stamford Public Schools

Other Pediatric Work Experience

- 2011 - present EdAdvance Birth to Three Program
• General and autism specific programs
• Assessment
• Family-based, transdisciplinary services
- 2011 - 2012 Child and Family Network Birth to Three Program
• Assessment
• Family-based, transdisciplinary services
- 1994 - 1995 Rehabilitation Associates of Fairfield;
• Assessment team for 0-3 children
• Home-based services for 0-3 children
- 1986 - 1992 Greenwich Association of Retarded Citizens (ARC);
• Home-based and center-based 0-3 services

Geraldine (Gerri) A. Campbell, BS-MT, M.S., OTR/L
102 Richardson Drive
Middlebury, CT 06762
(203) 982-0691

Education: Master's of Science in Occupational Therapy
 Mercy College, Dobbs Ferry, New York
 Academic Requirements complete 12-5-98 (with honors)
 Board Certification notification May 1999 #1033436

Bachelor's of Science
 Mercy College, Dobbs Ferry, New York
 February, 1999

Bachelor's Degree in Music/Music Therapy
 University of Wisconsin-Oshkosh, January 1977
 Currently Board Certification #14191

Occupational Therapy License:

State of Connecticut, Department of Public Health
 Occupational Therapy License No. 002390 Current through 7-31-2021

Fieldwork: *September 1, 1998 through November, 1998*
 Bridgeport Health Care Center, 600 Bond St., Bridgeport, CT 06610
 Adult Rehabilitation/full-time 12 weeks

May, 1998 through August, 1998
 Feroletto Children's Developmental Center/Saint Vincent's Special Needs
 Services, Trumbull Corporate Park, 95 Merritt Boulevard, Trumbull, CT
 0-3 program, day school 5-21/full-time 12 weeks

Work Experience:

August 2016 – present – Access Rehab Centers
School Based Practice/Waterbury Schools

August, 2009 to August, 2016 : Constellation Health Services – School Based Practice
 14 Westport Avenue, Norwalk, CT 203-845-8000

- *August 2009-2010 Greenwich Public Schools*
- *August 2010-2011 Greenwich Public Schools*
- *August 2011-2012 Oxford Public Schools*
- *August 2012-2013 Oxford Public Schools*
- *August 2013-2014 Darien Public Schools*
- *August 2014-2015 Darien Public Schools*

- *August 2015-2016 Darien Public Schools*

*****Responsibilities include:***

- *direct occupational therapy services for children with various needs including cognitive deficits that impact their learning and level of independence*
- *participation in program design that addresses organizational and behavioral supports*
- *self-regulation strategies as needed*
- *data collection*
- *team collaboration*

August 1, 2008 through July 2009: High Country Early Intervention

3105, Suite B, Clearwater Drive, Prescott, AZ (928) 776-9285

Full-time Occupational Therapist and Music Therapist

Birth – Three services as well as Developmentally Disabled Children 3-21

OT Evaluation, Treatment, Supervision (C.O.T.A.)

*****Additional work with adults with various diagnoses (DD, TBI/ABI) in a community based leisure and activity program providing social connection and support
Program development for occupational therapy services within private homes and in a clinic (out-patient setting) for clients with brain injury.***

June, 2007 through July 2008: Children's Therapy Services

Cindy Jackson, M.S., PT (203) 271-3288

46 Roxbury Court, Cheshire, CT 06410-1511

Full-Time Occupational Therapist

Contracted Services: Watertown School District (K through 12), Birth-to-Three Services, Home Care

April, 2003 – July, 2008: Abbott Terrace Health Care/Shady Knoll (Athena)

Todd Paladino, Rehab. Director (203) 755-4870

Per-diem – Occupational Therapist – Sub-Acute Rehabilitation

September, 2001 – June, 2007: School District 15/Southbury-Middlebury, CT

Full-time Occupational Therapist/(203) 758-1144

Student Caseload- preschool programs, K-3, Middle and High Schools

Student Services (203) 758-8258

April, 2002 – April 2003: Carolton Chronic & Convalescent Hospital, Inc.

Mill Plain Road, Fairfield, CT 06430

(203) 255-3573

Per-diem – Occupational Therapist (sub-acute rehabilitation)

August, 2000 – September, 2001: Pediatric Occupational Therapy Services, Inc.

Tara Glennon, MS, OTR/L Executive Director/(203) 255-3669

1300 Post Road Suite 203, Fairfield, CT 06430

Full-time Occupational Therapist
 Child caseload: clinic, Coleytown Elementary School, Westport (K-5),
 Wilton-Middlebrook Middle School (6-8)

September 1999 – July 2000: Feroletto Children's Development Center/Saint Vincent's Special Needs Services, Corporate Park, 95 Merritt Boulevard, Trumbull, CT (203) 375-6400
 Part-time Music Therapist/day school 5-21 years of age with various diagnoses: DD, TBI, CP with varied level of severity (i.e. feeding programs, splinting, music therapy groups, physical supports, wheel chairs, positioning)

December 1996 – September 2000: Connecticut Valley Hospital, Middletown, CT
 P.O. 351, Silver Street, Middletown, CT 06457 (860) 262-5000.
 Rehabilitation Therapist II (Music Therapy), Addiction Services Division

*****Case Management: following assigned clients (many with dual diagnoses- addiction and brain injury from drug and alcohol abuse, motor vehicle accidents, TBI, etc.) from admission, evaluation and therapy groups to placement/half-way house interviews, job interviews, family/social supports, and a leisure education program from managing money to experience.***

1983 – December 1996: Fairfield Hills Hospital, Newtown, CT 06470
 Rehabilitation Therapist II (Music Therapy)
 Drug Rehabilitation/Alcohol Rehabilitation Programs
 Music Therapy Internship Program, Director, Senior Staff-
 Program Development

*****see additional case management responsibilities from 12/1996-2000.***

References:

References can be provided if needed.

Brad A. Krell PT, DPT, ATC, STMT-1

Torrington, Connecticut 06790

(760) 617-6334 • bkrell07@gmail.com

EDUCATION

Azusa Pacific University, Azusa, California

May 2011

Bachelor of Arts, Athletic Training

CAATE accredited undergraduate Athletic Training Education Program

Regis University RHCHP- DPT Program, Denver, Colorado

May 2015

Doctor of Physical Therapy

CAPTE accredited Doctor of Physical Therapy Program

PROFESSIONAL EXPERIENCE

Access Rehab Centers, Waterbury, Connecticut

September 2019-Current

Lead Physical Therapist-School /OP Pediatric Staff Physical Therapist

- Currently manage all physical therapy staff for the Waterbury school system contract through Access Rehab.
- Developing and updating current procedures for school-based physical therapy according to state and federal guidelines, regulations and code of ethics.
- Communicate with all appropriate staff involved in special education plan implementation including but not limited to teacher, paraprofessionals, occupational therapists, outside physical therapists, speech language pathologists, special education supervisors and director, parents/caregivers, advocates, lawyers as appropriate.
- Monitor all equipment needs for my personal caseload of kids, but also monitor and assist with the equipment needs of children throughout the district.

Jumpstart Therapy Unlimited LLC, Oakville, Connecticut

September 2018-August 2019

Clinical coordinator/Licensed Doctor of Physical Therapy

- Managed all physical therapy staff including assistants, aides and personal trainers, assist with the management of front desk staff and occupational therapist staff, and play a main role in new hire screening, interviewing and onboarding processes.
- Developed the current clinic protocol for the physical therapy online outcome measure usage, encouraged online outcome measure acquisition for more efficient documentation ability, and created the evaluation template at age appropriate levels for physical therapy staff.
- Diligently monitor and assess effectiveness, efficiency and appropriateness of the day-to-day operations of all therapy staff.
- Developed itinerary and ran administrative, staff-wide and discipline specific meetings.

Hope and Believe Pediatric Therapies, Waco, Texas

September 2016-July 2018

Licensed Doctor of Physical Therapy

- Effectively evaluated children ages 0-18 years old with a variety of referring diagnoses to determine treatable biomechanical, neurological, and functional deficits, while identifying appropriate goals, plan of care, and prognoses.
- Provided reoccurring treatment and management of plan of cares for personal caseload in conjunction with the management of multiple onsite physical therapist assistants.
- Gladly assumed the role as clinical instructor and educator for Doctor of Physical Therapy students and pre-PT students to assist with advocacy of the profession.

PhysioTherapy Associates, Littleton, Colorado

January 2016- September 2016

Licensed Doctor of Physical Therapy

- Effectively screened/evaluated patients with various orthopedic and neurological disorders in order to decipher pertinent impairments to be treated by an appropriately developed plan of care.
- Utilized evidence-based practice in combination with empathy to educate and treat the individuals according to their specific impairments.

First Steps Pediatric Therapies Inc., Denver, Colorado

July 2015- September 2016

Licensed Doctor of Physical Therapy

- Evaluated and assessed children 0-3 years old with various diagnoses, identifying specific impairments limiting function and providing associated education to parents, caregivers, physicians, service coordinators, and other medical professionals.
- Administered skilled interventions (gross/fine motor, cognitive, behavioral, self-help, speech) with progression towards improved impairments evident by improved functional mobility and developmental milestone achievement.

Casa Colina Centers for Rehabilitation, Pomona, California

May 2011- May 2012

Physical Therapy Aide

- Educated patients and families about specific injuries and illnesses so that properly educated decisions regarding best possible care could be made.
- Developed progressive exercises, in conjunction with the Physical Therapists, for various patients in order to correct functional deficiencies.

Pomona-Pitzer/Claremont McKenna Colleges, Pomona, California

May 2011- May 2012

Certified Athletic Trainer (per diem)

- Provided on-field assessment of acute injuries and made return to play or immediate referral decisions based on severity and type of injury.
- Organized and administered injury prevention bracing/taping and exercises for athletes according to their individual needs.
- Developed progressive rehab exercises for injured athletes' specific impairments.

CERTIFICATIONS**Certified Athletic Trainer (ATC)**

September 2011-Present

Certification Number: 2000008269

National CPR Foundation

April 2018

Basic Life Support (Infant – Child – Adult)

ID#: 989A1F73

Soft Tissue Manual Tool Level 1 Certification (STMT-1)

January 2017

Instrument Assisted Soft Tissue Mobilization (IASTM)/Kinesiotaping Level 1

Certification Number: 62183TX

American Heart Association

August 2012

Standard First Aid & CPR/AED - Healthcare Providers

PROFESSIONAL DEVELOPMENT**AHA, Inc. Level-1 Hippotherapy Course**

June 2018

- American Hippotherapy Association Level-1 Treatment Principles

American Hippotherapy Associate Member

May 2018- Present

- Online registered provider for level-1 Hippotherapy

PSIG Regis University Student Liaison, Colorado

May 2014-May 2015

- Promote the PSIG amongst my student peers for continued support of the group.

Kristin A. Antonucci, OTR/L

110 Woodbury Road, Watertown, CT, 06795 (917) 532-4883 kristin.antonucci@yahoo.com

Education

December 2000

University of Florida, Gainesville, FL

Master of Health Science

- Post-Baccalaureate Program in Occupational Therapy
- Article Publication: *American Journal of Physical Medicine and Rehabilitation*, March 2002. First authorship.

May 1998

James Madison University, Harrisonburg, VA

B.S., Health Sciences

- Summa Cum Laude

Work Experience

August 2015-present

ACCESS Rehab Centers, Waterbury, CT

Occupational Therapist, Waterbury School System

Evaluation and weekly treatment of students in grades PK-12 with variety of limitations. Provided weekly treatment, provided adaptive equipment and collaborated with school staff. Students seen individually and in small groups to address OT-related deficits in school setting.

September 2011- August 2015

VNA Healthcare, Waterbury, CT

Occupational Therapist

- Evaluation and provision of home-based therapy to homebound adult population with variety of diagnoses. Includes home safety assessment.

May 2010-2012

Advance Therapy Associates, Inc., Middlebury, CT

Occupational Therapist

- Evaluation and treatment of pediatric patients with a variety of diagnoses including autism, developmental delay, cerebral palsy, and sensory processing disorders to improve functioning in age-appropriate ADL.

July 2007- May 2010; September 2010-2012 (per diem)

Saint Mary's Hospital, Waterbury, CT

Staff Occupational Therapist

- Evaluation and treatment of patients in outpatient setting.
- Diagnoses including UE and hand orthopedic injuries and conditions, postoperative cases, acute and chronic neurological conditions.

September 2004- July 2007

New York Presbyterian Hospital, Weill Cornell Medical Center, New York, New York

Staff Occupational Therapist, Interim Senior Occupational Therapist

- Screening, evaluation and treatment of patients on inpatient rehabilitation, acute medical, and acute neurological/neurosurgery units.
- Interim Senior Therapist duties in dysphagia management and supervision of Level and I and II students.

March 2001-September 2004

NYU Hospital for Joint Diseases, New York, NY

Staff Occupational Therapist

Professional Certifications and Skills

- NBCOT- initially licensed 4/01, member #1049388.

- Connecticut Dept. of Public Health, certified Occupational Therapist.
- Health Provider CPR certified; American Red Cross (exp 11/2021)

Melanie Aftowski
812 Savage Street
Southington, CT 06489
Home: (860) 276-9603 Cell: (203) 808-8605
meltowski@gmail.com

PROFESSIONAL SUMMARY- Registered Pediatric Occupational Therapist

Pediatric occupational therapist with 18 years of pediatric experience and 17 years in a school based setting. Skilled in providing quality occupational therapy services to children with special needs ages birth to 21 in school, home, and out-patient settings. Possess skills in evaluation, treatment planning/implementation, caregiver/staff education, and implementation of therapeutic techniques/strategies including sensory diets, fine/visual motor programs, and assistive technology/adaptive equipment. Participated in ongoing collaborative teaming and professional development opportunities. Strengths lie in ability to be flexible, manage large caseload effectively, and develop excellent rapport with patients, families, and other team members.

PROFESSIONAL CERTIFICATION/LICENSE-

| | |
|--|-------------------------|
| Licensed Occupational Therapist, State of CT- license: #002687 | current through 7/31/21 |
| NBCOT- Registered Occupational Therapist- certification #1055464 | current through 3/31/21 |
| CPR Certified | updated 11/19 |

PROFESSIONAL EXPERIENCE

| | |
|--|--------------|
| Access Rehab Centers, Middlebury, CT | 8/05-present |
| Pediatric Occupational Therapist-Waterbury School Contract | |

- Provided OT services primarily to children in pre-school through 8th grade with a variety of diagnoses including ADHD, Down syndrome, autism, cerebral palsy, learning disability, visual impairment, hearing impairment, emotional disturbance, and sensory processing disorder.
- Performed screenings and initial/re-evaluations to determine students' functional level of performance in the school setting
- Established appropriate goals/objectives, planned interventions, and treated all students individually or in small groups
- Worked collaboratively and consulted with teachers, staff, and other team members including parents for carryover of therapeutic techniques/strategies, sensory diets, assistive technology/adaptive equipment, and fine motor programs
- Maintained detailed documentation of student attendance, progress towards established goals/objectives, and consultation time
- Completed paperwork for annual reviews, evaluations/re-evaluations, screens, and Medicaid on Tienet and attended and reported at PPT's/504 meetings
- Developed a goal/objective bank for our team of therapists
- In-serviced the therapy team on various topics such as IPAD apps for school based therapy

-Worked in outpatient pediatric clinic evaluating, establishing plan of care, and providing treatment to children 6 months to 12 years.

Area Cooperative Educational Services, North Haven, CT

1/03-8/05

School Based Occupational Therapist

- Worked in Waterbury Public Schools servicing children in pre-school through high school with a large variety of diagnoses/disabilities
- Experience using assistive technology devices to facilitate student learning and access to the environment

Therapy Unlimited, Oakville, CT

8/01-1/03

Pediatric Occupational Therapist

- Worked in schools, homecare, birth-to-three program, and sensory integration clinic
- Developed home programs/sensory diets and provided parent education
- Worked as a service coordinator for birth-to-three clients

EDUCATION

Bachelor of Science in Occupational Therapy with a minor in psychology

2001

American International College, Springfield, Massachusetts

Graduated *magna cum laude* with a GPA of 3.829

Nancy B Renner, OTR/L
3 Nicholas Circle
Wolcott, CT 06716
203 879 3695
203 232 0004
Rennerb2@sbcglobal.net

EDUCATION

Quinnipiac University
Attended: 9/74-5/78
Honors: Dean's List: 1977-1978
Degree: Bachelor of Science in Occupational Therapy

State College of New York at Cortland
Attended: 9/73-5/74

CERTIFICATION and LICENSE

June 1978-National Certification in Occupational Therapy
July 1978-CT State License

EXPERIENCE

January 2012-present: ACCESS REHAB CENTERS program manager/lead clinician for Waterbury School System Contract-providing direct treatment for case-load of approx. 50 students, supervise 10 occupational therapists, 1 certified occupational therapy assistant and 5 physical therapists, 10 speech language pathologists, 1 administrative assistant, report to director of special education city of Waterbury, member of Feeding/Swallowing committee and Assistive Technology committee of the School system

July 2005 to December 2011:

ACCESS REHAB CENTERS Waterbury School system contract program assistant manager as of 4/08 as well as provide services to students-caseload approx. 50 students, present in-services to school and therapy staff.

OT coordinator November 2005- to present-providing leadership/mentoring for 1-2 COTA's and 7 OT's.

August 2000 to July 2005:

Meriden Easter Seals staff providing services within Wallingford school system. Providing services to students PPT'd or 504'd for services as well as planning/presenting weekly classroom lessons. Work within integrated preschool to grade 5, including special education classes as well as regular education classes. Exceptionalities include autism, learning disabled, cerebral palsy, intellectually disabled, blind, neurologically impaired, spinal bifida. Supervise OT students from Quinnipiac University and University of Hartford.

October 2004 to October 2005

Per Diem services for Key Services, Farmington CT-providing service in pediatric group home-treatment and staff in-services

August 2001 to July 2005

Per Diem therapy services for OT Associates/Summit Enterprises, Prospect CT-providing services in group homes and private home visits –pediatric/adult population

September 1991 to June 2000:

Wolcott school system therapist. Lead OT 1991-2000 supervising 2-3 part-time therapists, student therapists from Quinnipiac University, University of Hartford (level I and II fieldwork) IDEA 504 building coordinator at an elementary school, member of Special Ed Advisory Committee, initiated town-wide curriculum change for handwriting program, provided in-services for staff development-"Fat Pencils I and II", sensory motor integration, assistive technology, parent workshop-Oral motor skills. Member of assistive technology team, preschool assessment team, integrated handicapped classroom collaborative team (elementary and middle school) and elementary school teams. Presenter at CT Early Childhood Education Council Conference 1995 and 1996. Handwriting workshops provided to private nursery schools, in Town 1998 and school system teachers 1998-2000. Therapy services provided to pre-school through high school students-including exceptionalities of autism, multi-handicapped, learning disability, intellectually disabled, medically fragile, cerebral palsy, neurologically impaired.

September 1982-January 1987:

Area Cooperative Education Services (ACES) Hamden CT Supervisory therapist 1984-1986 providing services within ACES schools, public schools- initiating transdisciplinary program, supervision of staff therapists, COTA's, student therapists

November 1978 to May 1982

The Rehabilitation Center Bridgeport CT-staff therapist-establishment of OT program within the public-school system, initiating evaluative pre-vocational program at Goodwill Industries, arthritis splinting, evaluation and treatment of children and adults in acute and rehabilitative settings. Supervision of student therapists and volunteers. Member of transdisciplinary team, funded by federal grant: MARCH-Mainstreaming and Rehabilitating Children with Handicaps

HONORS/AWARDS

Golden Ace Award (employee of the year) Access Rehab Centers-2018

Roseann Barrett Award Wolcott volunteer community service -2011

Contributing author for program manual for MARCH -federal grant program 1981-1982

COMMUNITY

Farmingbury Woman's Club (community service club) -2006 to present

Marilyn Altmeyer Community Service Scholarship Chair-2003 to present

All Saints' Church-Altar Guild 1991 to present

PENELOPE BARSCH

48 Allen Avenue Meriden Connecticut 06451
203-605-9424 (Cell)
pbarsch@waterbury.k12.ct.us

OBJECTIVE

To be employed as a COTA in a pediatric or school setting

SUMMARY OF QUALIFICATIONS

August 1988Employed full time as a school- based therapist assistant in Connecticut
Per diem status since 2016

Responsible for caseload of up to 30 students, including treatment, consultation, development of annual goals and objectives, completing reevaluations and completing and screenings with supervision from OTR

Attends student PPT meeting for presentation of reports and recommendations

Students diagnosis includes Autism, Cerebral Palsy, Visual Impairment, Learning Disabled and Behavior Disorders

Provide service in school and homebound students

ACES Executive Director's Recognition Award

WORK EXPERIENCE

November 2005-present

ACCESS REHAB Middlebury Connecticut

COTA in Waterbury School system

*Provide occupational therapy services to students from preschool through high School under the indirect supervision of an OTR

August 1998-October 2005

AREA COOPERATIVE EDUCATIONAL SERVICES Hamden, Connecticut

*Unit liaison 1996-2005

*Provided occupational therapy services to students in Waterbury and New Haven public schools as well as ACES Village Road and ACCESS Over 21 Programs

*Coordination of OT/PT services for Waterbury ESY program

EDUCATION

1996-1988 Manchester Community College Manchester, Connecticut
Associate in Science Degree

Current Certification with NBOCT # 086808
Current State of Connecticut license #000180

RELEVANT SKILLS

Designed sensory areas at Gilmartin School through collaboration with SPED team
One area is for movement/alerting and the other area is for calming and self-regulation
The areas can be utilized by any student. Recommendations for use are posted
Organized a fund raiser to purchase equipment so city funds would not be needed

Skilled at providing low tech modifications

EXTRA CURRICULAR ACTIVITIES

Published photographer
Guardian/Advocate for two gentlemen with developmental disabilities
Involved in Social Justice

RIVKA BARTH, OTR/L

89 Crescent Street

Waterbury, CT 06710

Home: (203) 755-0582

Email: rivkybarth@juno.com

Objective

Seeking a position as a school based occupational therapist, to utilize my acquired knowledge and clinical skills in the delivery of quality health care services.

Education

| | | |
|------------|--|--------------|
| 5/02-12/04 | SUNY Downstate Medical Center Masters in Occupational Therapy | Brooklyn, NY |
| 8/00-1/02 | Touro College Bachelors in Psychology | Brooklyn, NY |

Clinical Experience-Level I

| | | |
|-------------|---|------------------|
| 2/04-4/04 | <i>Pediatrics</i> - Createabilities Occupational Therapy, PLLC | New York, NY |
| 10/03-11/03 | <i>Physical rehabilitation</i> - Coler Goldwater Specialty Hospital | New York, NY |
| 2/03-4/03 | <i>Psychosocial rehabilitation</i> - St. John's Episcopal Hospital | Far Rockaway, NY |

Clinical Experience-Level II

| | | |
|---|---|--------------|
| 9/04-12/04 | Pediatrics- Department of Education: P.S. 257 | Brooklyn, NY |
| ▪ Experience with a variety of diagnoses, including: asthma, ADHD, cerebral palsy, diabetes, Down syndrome, mental retardation, muscular dystrophy, learning disability and sensory integration disorder. | | |
| 6/04-8/04 | Physical Disabilities- Susan Smith McKinney Nursing and Rehabilitation Center | Brooklyn, NY |
| ▪ Experience with a number of medical conditions, including: amputations, cancer, cardiovascular disease, cerebrovascular accident, dementia, fractures, and obesity. | | |

Work Experience

| | | |
|---------------|--|---------------|
| 9/05- Present | Occupational therapist (School Based)- Access Rehab | Waterbury, CT |
| 5/05- 7/05 | Occupational therapist- Yeled V'Yalda Early Childhood Center | Brooklyn, NY |
| 9/00-6/01 | Assistant teacher- Chaim Berlin Elementary School | Brooklyn, NY |

Volunteer Experience

| | | |
|-------------|---|-------------------|
| 7/04-12/04 | Fund raiser for Girls Town- charity for orphans | Jerusalem, Israel |
| 4/02-4/04 | Bridges for Children- after school program | Flushing, NY |
| 9/02-4/04 | Tomche Shabbos- food packages for the needy | Flushing, NY |
| 1/01-3/01 | Omni Rehabilitation Center- OT department | Brooklyn, NY |
| 10/01-12/01 | Prospect Park Nursing Home- OT department | Brooklyn, NY |

Awards

| | |
|-------|-----------------------------------|
| 12/04 | Publication In <i>OT Practice</i> |
| 1/02 | Magna Cum Laude- Touro College |
| 9/00 | Touro College Merit Scholarship |

Certifications

| | |
|------|-------------------------|
| 5/05 | CPR |
| 5/04 | HIPAA certification |
| 6/00 | Teacher's certification |

References

| | |
|---------------------|---------------|
| Nancy Renner, OTR/L | (203)232-0004 |
| Joyce Sabari, OTR/L | (718)270-7731 |

SHERI A. CAMPUTARO, PT
118 South Airline Rd.
Wallingford, CT 06492
HOME: (203) 265-2921
CELL: (203)751-2979
E-MAIL: sheric71@comcast.net

CAREER OBJECTIVE: To continue my career in physical therapy, with the focus in the pediatrics area.

EXPERIENCE:

JANUARY 25, 2016 – AUGUST, 2019: CREC IPM, Hartford, CT.

Part time work as part of the Wallingford Public Schools contract. Responsible for providing school based PT services with children with a variety of disabilities at the elementary school level. Collaboration between members of the educational team, conducting evaluations and travel between the schools are part of job responsibilities.

FEBRUARY 13, 2007- PRESENT: Access Rehab Centers, Middlebury, CT.

Full time, then per diem (part time) work as part of the Waterbury Public Schools contract. Responsible for providing school based PT services for children with a variety of disabilities from age 3 to 21. Collaboration between members of the educational team and travel between the schools are both part of job responsibilities. Also some per diem hours in a pediatric outpatient clinic, working with children from birth to 21 with a variety of diagnoses. Also some per diem work for the Home Based adult Outpatient program working with patients with a variety of diagnoses.

AUGUST 2005 – 2008: CREC Soundbridge, Whethersfield, CT.

Per diem work for this birth to three provider. Responsible for providing PT services to two children with hearing and balance impairments in the Fairfield county area.

AUGUST, 2004 – FEB 2, 2007: WESTPORT BOARD OF EDUCATION, WESTPORT, CT.

Full time physical therapist on staff for the Westport Public Schools. Responsible for providing quality physical therapy services to children from elementary to high school age within the school setting. Traveling between schools is necessary. Interdisciplinary teams are an integral part of all of the programs, so communication with other educators is essential.

AUGUST 2003 – AUGUST 2004: GIANT STEPS OF CT, FAIRFIELD, CT.

Staff physical therapist 3 to 4 days per week in a privately funded special education school. Children range in age from 6 to 18 with a variety of disabilities such as traumatic brain injury, autism, mitochondrial disorder,

seizure disorder, intellectual deficiency, and a variety of other syndromes. Interdisciplinary teams are part of the responsibilities in the job.

**DEC. 1996 – AUGUST, 2003: REHABILITATION ASSOCIATES, INC.
FAIRFIELD, CT.**

Full time pediatric therapist. Responsible for providing physical therapy services by agency contract in the Westport public school system at the elementary and preschool levels. Children have a variety of disabilities such as Cerebral Palsy, Autism, Down's syndrome, developmental delay, hypotonia, or mental retardation of varying degrees. Also have provided physical therapy services in the Birth to Three system under Rehabilitation Associates for the past 5 years of employment time.

DEC. 1993 –DEC. 1996: GRIFFIN HOSPITAL, DERBY, CT.

Full time staff therapist, community hospital setting. Acute care and outpatient rotations—adult and pediatric clients.

EDUCATION:

MAY 1993: Received a *Bachelor of Science degree in physical therapy* from Quinnipiac College, now Quinnipiac University. Clinical internships include Newington Children's Hospital, where I worked with children and teenagers with a variety of diagnoses.

CONTINUING EDUCATION:

Courses attended include Therapy in the schools conference, DMD and SMA Diagnosis, Interventions in the clinic and school settings, and medical interventions, vestibular rehabilitation, NDT techniques, transitions from birth to three to adulthood, positioning, mobility, myofascial release for the pediatric population, feeding disorders and oral motor techniques, orthotic options including the walk aide, and manual therapy. Also several departmental inservices focusing on issues in pediatrics, both medically and educationally based.

OTHER:

Have been CPR certified in the past. Looking to update this certification.

References:

1. Lyn Whittmer, PT: Cell: (860) 543-9918
2. Allison Mierzejewski, OT: Cell: (860) 919-1220
3. Kelly Schmidt, SPED teacher: Cell: (203) 494-8797

Susan Masayda, PT

131 Hard Rock Road
Watertown, CT 06795

(860)274-0860
smasayda@accessrehabcenters.com

Career Objective:

Seeking a part-time physical therapist position within a school setting.

Education

Hunter College, New York, NY May 1986
Bachelor of Science, Physical Therapy

Dutchess Community College, Poughkeepsie, NY 1981 - 1984

Work Experience

Access Rehab Centers 2016-present
-Physical Therapist, Waterbury School System

VNA HealthCare Inc., Waterbury, CT 1994 - 1995
-Physical Therapist Homecare

Danbury Orthopedics, Danbury, CT 1988 - 1993
-Outpatient orthopedic

St. Francis Hospital Physical Therapy, Poughkeepsie, NY 1986 - 1988
- Acute care and rehabilitation

Continuing Education

Completed the 20 hour/year continuing education requirement for the state of CT since 2004 with a variety of at home and seminar based programs.

Experience

Home educated my oldest two children K through 12. Currently, I am continuing to home educate my youngest two children. 1998 - present

Established Respect Life Ministry at St. Mary Magdalen Church, Oakville, CT
Conducts presentations to educate parishioners, youth groups and faith formation classes.
Organizes events for fundraising. 2002 - present

Licenses

Connecticut Physical Therapist # 3868

References available upon request.

LIMITED LIABILITY COMPANY RESOLUTION


I, Patricia Genth, hereby certify that I am the duly authorized and acting Member Manager (circle one) of Access Rehab Centers, a limited liability company organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 18th day of March, 2020.

"It is hereby resolved that Brian Emerick is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

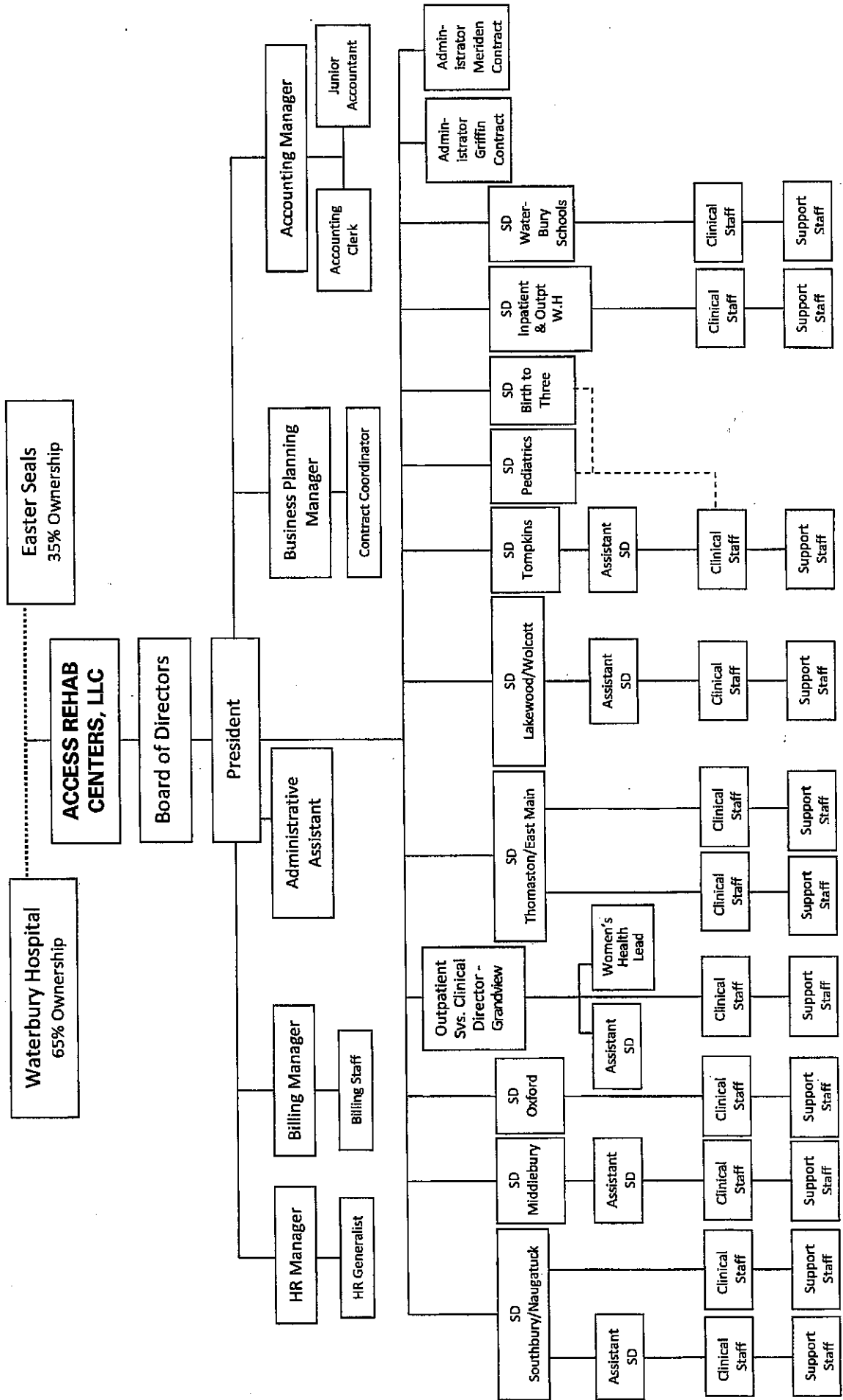
IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Access Rehab Centers, LLC this 18th day of March, 2020.



Manager/Member

Access Rehab Centers

A Waterbury Hospital & Easter Seals Partnership in Physical Rehabilitation



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Starkweather & Shepley (MK) Insurance Brokerage, Inc. PO Box 549 Providence, RI 02901-0549 | CONTACT NAME: Jason Kelly PHONE (A/C, No, Ext): 860 583-0943 FAX (A/C, No): 860-585-0038 E-MAIL ADDRESS: JKelly@starshp.com | | | | | | | | | | | | | | | | | | | | | |
|--|---|-------------------------------|--|--------|-------------|---------------------|-------|-------------|-------------------|-------|-------------|---------|-------|-------------|--|--|-------------|--|--|-------------|--|--|
| INSURED Access Rehab Centers, LLC 22 Tompkins Street Waterbury, CT 06708 | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Selective Insurance</td><td>11867</td></tr> <tr> <td>INSURER B :</td><td>Lloyd's of London</td><td>15792</td></tr> <tr> <td>INSURER C :</td><td>Coverys</td><td>15686</td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | Selective Insurance | 11867 | INSURER B : | Lloyd's of London | 15792 | INSURER C : | Coverys | 15686 | INSURER D : | | | INSURER E : | | | INSURER F : | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A : | Selective Insurance | 11867 | | | | | | | | | | | | | | | | | | | | |
| INSURER B : | Lloyd's of London | 15792 | | | | | | | | | | | | | | | | | | | | |
| INSURER C : | Coverys | 15686 | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | S2231274 | 10/18/2019 | 10/18/2020 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | S2231274 | 10/18/2019 | 10/18/2020 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | X | X | S2231274 | 10/18/2019 | 10/18/2020 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC9034242 | 10/18/2018 | 10/18/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| B | Abuse & Mol. Liab | | | B0146HCUSA1800062 | 12/10/2018 | 12/10/2019 | \$1 Mill Ea./\$2 Mill Agg |
| C | Professional Liability | | | 002CT000009781 | 10/18/2019 | 10/18/2020 | \$2,000,000 Per Claim \$5,000,000 Aggregate |


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Waterbury and its Board of Education are listed as additional insured on a primary and non contributory basis on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Workers Compensation & Professional Liability per written contract.

Professional Liability policy is Claims Made. Retro Date: 10/18/1998.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| City of Waterbury Attn: Education Dept 236 Grand Street, 3rd Floor Waterbury, CT 06702 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 Addendum 1 - March 13, 2020 4 _____
2 _____ 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-1527429
Social Security Number
or Federal Identification Number

Access Rehab Centers LLC
Signature of Individual or Corporate Name

[Signature]
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Grian Emerick
By: President
(Title)
Business Address: 22 Tompkins St.
(City, State, Zip Code)
Waterbury, CT
06708
Phone: 203-419-0381 x222

Date: 3/17/20

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass-through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification.

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Access Rehab Centers LLC

Print Name and Title of Authorized Representative:

22 Tompkins St, Waterbury, CT 06708

Brian Emerick, President

Signature of Authorized Representative:

[Signature]
Date: 3/10/20

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

FED. ID:

SS. 06-1527429

County of New Haven

Brian Emerick, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or President of Access Rehab Centers LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☒ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☐ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury.

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|--------|-------|--|---------------------------|-----|
| 1 None | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|--------|-------|--|---------------------------|-----|
| 1 None | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Organization Name | Address | Type of Ownership |
|----------------------|---------|-------------------|
| 1 None | | |
| 2 | | |
| 3 | | |
| 4 | | |

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | DOB | Stock % |
|------------------------------------|-------|-----|---------|
| 1 Waterbury Hospital | | | 65% |
| 2 Easterseats of Greater Waterbury | | | 35% |
| 3 | | | |
| 4 | | | |

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Address | DOB |
|------------------------------------|-------|--|---------|-----|
| 1 Waterbury Hospital | | | | |
| 2 Easterseats of Greater Waterbury | | | | |
| 3 | | | | |
| 4 | | | | |

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|------------|---------------------------------|-----------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 201__.

My Commission Expires: _____ (Notary Public)

For Corporation

Harvey Heyman
Witness

Brian Emerick
Name of Corporate Signatory
22 Tompkins St. Waterbury, CT
Address of Business 06708

Affix
Corporate
Seal

By: [Signature]
Name of Authorized Corporate Officer

Its: President
Title

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of CT)

) SS

County of New Haven)

Brian Emerick being duly sworn,
Access Rehab
deposes and says that he/she is Brian Emerick of Centers LLC and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 10th day of March 2012

Donna J. Guerra
(Notary Public)

My Commission Expires:

Donna J. Guerra
Notary Public - Connecticut
My Commission Expires
March 31, 2022

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders or Contracts with the City

A. Contracts

No Contracts with the City

☐

PT/OT Services

(Service or Commodity Covered by Contract)

7/1/17 - 6/30/20

RFP: 5720

(Term of Contract)

Speech Services

(Service or Commodity Covered by Contract)

7/1/17 - 6/30/20

RFP: 5722

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

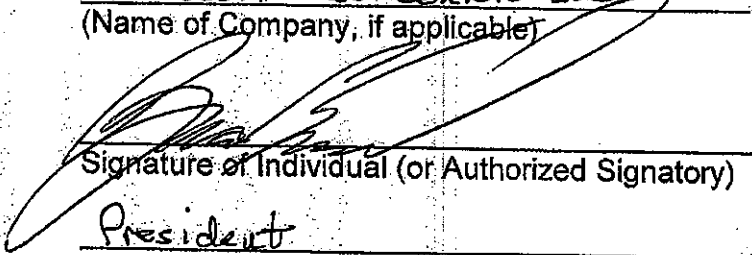
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Access Rehab Centers LLC
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

President
Print or Type Name and Title (if applicable)

3/10/20
Date

DELIVERED

☐ By Mail



Hand-Delivered



Cost Proposal

Confidential Cost Proposal BID #6574

Access Rehab Centers proposes the following hourly rates for its services:

| <u>Service</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|--|------------------|--------------------|--------------------|
| Occupational and Physical Therapy Services | \$81.08 | \$82.90 | \$84.76 |
| Hours | 12,075 | 12,075 | 12,075 |
| TOTAL COST | \$979,041 | \$1,001,017 | \$1,023,477 |

The salary rate includes:

- A Senior Clinician currently serving as onsite Access lead.
- All payroll taxes and benefits, including health insurance.
- Liability insurance and supplies required by the contract.
- Administrative overhead to cover the cost of managing service provision as well as of maintaining adequate staffing.
- Laptops/ipads/and additional supporting assistive technology used by clinicians.

Summer Staffing Rates: The payment rate for summer staffing will be the same as for the year previously completed.



April 28, 2020

Mr. Kevin McCaffery
Director of Purchasing, City of Waterbury
235 Grand St.
Waterbury, CT 06702

Dear Mr. McCaffery,

We are most pleased to receive your letter expressing the Selection Committee's confidence in Access Rehab Centers as best aligned with the City's needs.

We have always had what we felt was an open and transparent relationship with Waterbury Schools and with that spirit want the District to have knowledge of the key factors that went into our determination of the pricing for bid #6574 and bid #6575:

- Our Team of clinicians is comprised of very experienced and often senior staff. We have been able to retain the majority of them long term. This has allowed for an exceptional level of service but also requires that we compensate them commensurate with their gained expertise and dedicated service.
- Access provides a highly experienced Clinical Lead who, additional to working a full caseload, holds routine staff meetings with our therapists to maintain a cohesive focus and ensure maximum responsiveness to the City.
- We always seek to be supportive to the Waterbury Public Schools to include special projects, sponsoring training, and being responsive to any information requests from special ed supervisors and parents.
- We have eliminated almost all administrative overhead charges to this contract in order to keep it cost effective while, at the same time, we have staffed it with a part time administrative assistant who completes the Medicaid submissions so that therapists' time is freed up to focus on their caseloads.
- Our overall Team has strived to be a good partner to the Waterbury Public School system by being reliable and responsive to staffing crises and expanding current contracts whenever requested. We have been reliable in the submission of all required documentation and paperwork in a timely manner, we have provided a great deal of value-added services such as equipment inventory and maintenance, no-cost workshops for parents and staff, and providing no-charge low-tech adaptive equipment.

Corporate Office & Clinic: 22 Tompkins Street, Waterbury, CT 06708 Ph: (203) 419-0381 Fax: (203) 419-0389

650 Wolcott Road
Wolcott, CT 06716
Ph: (203) 879-6700

690 Main St S, Suite 5
Southbury, CT 06488
Ph: (203) 267-4060

305 Church Street
Naugatuck, CT 06770
Ph: (203) 723-4010

124 Grandview Avenue
Waterbury, CT 06708
Ph: (203) 573-7130

715 Lakewood Road
Waterbury, CT 06704
Ph: (203) 759-1122

Inside Waterbury Hospital
64 Robbins St., Waterbury
Ph: (203) 573-6041

1625 Straits Turnpike
Middlebury, CT 06762
Ph: (203) 593-0400

84 Oxford Road
Oxford, CT 06478
Ph: (203) 581-0830

131 Main St., Suite 105B
Thomaston, CT 06787
Phone: (860) 253-4700

2154 East Main Street
Waterbury, CT 06705
Ph: (203) 575-0510

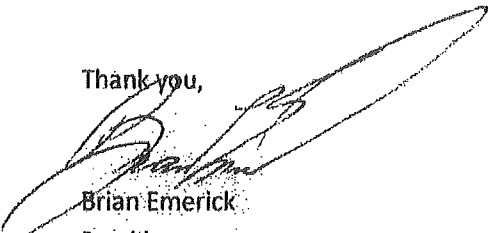


One additional thing we would add is that our OT/PT bid this year is actually lower than our bid from 10 years ago, whereas we annually provide raises to our deserving staff with the result that our pricing leaves little after our costs.

Over the course of the past decade and more we have reduced our rates, eliminated overhead, improved efficiencies, and with some clinicians we are now working at a loss. We are very motivated to retain this relationship and we have therefore only built in the annual increases seen in this proposal to reflect the cost of anticipated annual salary increases of approximately 2.25%. We do anticipate an increase to the cost of benefits during this time but are planning to accept these costs without passing them along in this pricing.

We hope the above serves to show that the pricing bid we made is one that we feel is fair and reasonable, and our hope is to reach an understanding with Waterbury Schools that enables us to continue to provide the high level of service the City and its students deserve. To that end we are asking that you consider the pricing/bid level submitted to be at a fair and reasonable level. Please feel free to contact me directly should you have any questions or would wish to discuss this further.

Thank you,



Brian Emerick

President

Access Rehab Centers, LLC

bemerick@accessrehabcenters.com

(203) 419-0381 ext. 222

Corporate Office & Clinic, 22 Tompkins Street, Waterbury, CT 06708 Ph: (203) 419-0381 Fax: (203) 419-0389

680 Wolcott Road
Wolcott, CT 06716
Ph: (203) 879-6700

690 Main St S, Suite 5
Southbury, CT 06488
Ph: (203) 267-4060

305 Church Street
Naugatuck, CT 06770
Ph: (203) 723-4010

134 Grandview Avenue
Waterbury, CT 06708
Ph: (203) 573-7130

715 Lakewood Road
Waterbury, CT 06704
Ph: (203) 759-1122

Inside Waterbury Hospital
64 Robbins St., Waterbury
Ph: (203) 573-6041

1625 Straits Turnpike
Middlebury, CT 06762
Ph: (203) 598-0400

84 Oxford Road
Oxford, CT 06478
Ph: (203) 881-0630

131 Main St., Suite 105B
Thomaston, CT 06787
Phone: (860) 283-4700

2154 East Main Street
Waterbury, CT 06705
Ph: (203) 575-9516



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Contract between the City of Waterbury and EBS Healthcare, Inc., dba Educational Based Services (EBS) for speech and language services for students with disabilities.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with EBS Healthcare, Inc., dba Educational Based Services (EBS) for the provision of speech and language services for students with disabilities in the total not to exceed amount of One Million Two Hundred and Eight Thousand and Four Hundred and Twenty-Eight Dollars (\$1,208,428.00) for a three-year term as follows:

For July 1, 2020 - June 30, 2021, an amount not to exceed Three Hundred Ninety-Nine Thousand and One Hundred Sixty-Four Dollars (\$399,164.00) at the hourly rate of \$73.00;

For July 1, 2021 - June 30, 2022, an amount not to exceed Four Hundred Four Thousand Six Hundred and Thirty-Two Dollars (\$404,632) at the hourly rate of \$74.00;

For July 1, 2022 - June 30, 2023, an amount not to exceed Four Hundred Four Thousand Six Hundred and Thirty-Two Dollars (\$404,632) at the hourly rate of \$74.00.

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA), are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department can elect to undertake the process. The Waterbury Department of Special Education issued Request for Proposal #6575 for speech and language services needed for students with disabilities for a total amount of up to 13,670 hours per year for three years.

Ten vendors submitted proposals. Our department formed a committee who reviewed the proposals and conducted video interviews with some proposers. The committee consisted of Special Education Supervisors Stacey Kozlowski, Robert Delaney, Amy Lopez, Assistant Director of Purchasing and Chairperson Special Education Supervisor, Monica O'Neal. Thereafter each member of the



Waterbury Public Schools

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Katharine Gabrielson
Director of Pupil Services

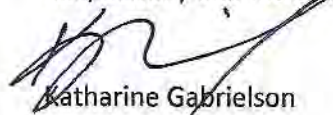
Committee evaluated and scored each proposal. The Committee looked at vendor experience providing the services, their contract and PO experience, their capacity to provide therapists when requested, the qualifications and experience of the therapists they provide, billing procedures and billable time and completeness of the bid responses.

As required by purchasing procedures, the proposers were rated based on the proposals without the Committee knowing the hourly rates for each service bid. After Access Rehab Centers LLC, EBS Healthcare Services dba Educational Based Services (EBS) scored second best.

The Committee then reviewed the hourly rates provided to them by the Purchasing Department. EBS' rate is one of the lowest hourly rates and, as a Nationwide company, it can locate Speech Language Therapists who can be difficult to find locally. As the other current vendor for speech services, EBS has worked within the contract amount with no billing issues year after year. The Committee determined that EBS should be awarded the remaining speech and language therapy hours, 5,468 hours per year, in its contract under RFP 6575. A tax clearance is being obtained and the contract is paid with general funds.

In conclusion, I respectfully request that the Board approve the contract between the City of Waterbury and EBS Healthcare Services, Inc. dba Educational Based Services (EBS) for speech and language therapy services for students with disabilities.

Respectfully Submitted



Katharine Gabrielson

Encs. EBS speech contract
Attachment A

PROFESSIONAL SERVICES AGREEMENT
RFP #6575
for
SPEECH AND LANGUAGE THERAPY SERVICES
between
The City of Waterbury, Connecticut
And
EBS Healthcare, Inc, dba Educational Based Services (EBS)

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and EBS Healthcare, Inc., dba Educational Based Services, located at 200 Skiles Boulevard, West Chester, Pennsylvania 19382, a State of Pennsylvania corporation duly registered in the State of Connecticut as a foreign corporation, having an address at 1266 East Main Street, Suite 700 R Stamford, CT 06902 Connecticut ("EBS").

WHEREAS, EBS submitted a proposal to the City responding to **RFP #6575** for Speech and Language Therapy Services; and

WHEREAS, the City selected EBS to perform services regarding **RFP #6575**; and

WHEREAS, the City desires to obtain EBS's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. EBS shall provide all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. EBS shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1.** The Project consists of, and EBS shall provide, up to 5,468 hours of speech and language therapy and related services to Waterbury School District students, age 3-21, per year for the number of hours, days, or portions thereof as the District may require during the school year and during the summer, as more particularly detailed and described in RFP # 6575 and EBS' response thereto which are attached hereto as part of **Attachment A**, hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached

hereto, are acknowledged by EBS as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1. RFP # 6575, for Speech and Language Therapy Services, consisting of 10 pages, excluding Attachments, attached hereto.
- 1.1.2. Addendum #1 to RFP #6575, issued February 13, 2020, consisting of 1 page, attached hereto.
- 1.1.3. Addendum #2 to RFP #6575, issued February 20, 2020, consisting of 9 pages, attached hereto.
- 1.1.4. EBS' Response to RFP #6575, dated February 21, consisting of 68 pages, attached hereto.
- 1.1.5. EBS' Revised Cost Proposal, dated April 24, 2020, consisting of 2 pages, attached hereto.
- 1.1.6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference.
- 1.1.7. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, attached as part of EBS' response.
- 1.1.8. Certificates of Insurance, attached as part of EBS' response.
- 1.1.9. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference.
- 1.1.10. All licenses, incorporated by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on EBS. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1. RFP #6575
- 1.2.3. Addendum Number 1 to RFP #6575
- 1.2.4. Addendum Number 2 to RFP #6575
- 1.2.5. EBS' Response

2. EBS Representations Regarding Qualification and Accreditation. EBS represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. EBS further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. EBS represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the

services required hereunder shall be performed by EBS under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. EBS hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that EBS and/or its employees be licensed, certified, registered, or otherwise qualified, EBS and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, EBS shall provide to the City a copy of EBS's licenses, certifications, registrations, etc.\

3. Responsibilities of EBS. All data, information, etc. given by the City to EBS and/or created by EBS shall be treated by EBS as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. EBS agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where an EBS disclosure is required to comply with statute, regulation, or court order, EBS shall provide prior advance written notice to the City of the need for such disclosure. EBS agrees to properly implement the services required in the manner herein provided.

3.1. DCF and Criminal Background Checks. EBS shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. EBS shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. EBS shall not permit any person with a disqualifying criminal history to have direct contact with a student.

3.2. Use of City Property. To the extent EBS is required to be on City property to render its services hereunder, EBS shall have access to such areas of City property as the City and Access agree are necessary for the performance of EBS's services under this Contract (the "Site" or the "Premises") and at such times as the City and EBS may mutually agree. EBS shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. EBS shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of EBS, City may, but shall not be required to, correct same at EBS's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Working Hours. To the extent access is required to be on City property to render its services hereunder, EBS shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to EBS, unless written permission is obtained from the City to work during other times. This condition shall not excuse EBS from timely performance under the Contract. The work schedule must be agreed upon by the City and EBS.

3.4. Cleaning Up. To the extent Access is required to be on City property to render its services hereunder, EBS shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by EBS, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to EBS.

3.5. Publicity. EBS agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All services, materials or equipment, provided under this contract, or intended for it, shall conform in all respects with the requirements of all this Contract, and in accordance with professional standards of said profession. The standard of care and skill for all services performed by Access shall be that standard of care and skill ordinarily used by other members of EBS's profession practicing under the same or similar conditions at the same time and in the same locality. EBS's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. EBS's Employees EBS shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. EBS acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. EBS hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of EBS to complete Due Diligence prior to

submission of its proposal shall be borne by EBS. Furthermore EBS had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by EBS, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with EBS.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that EBS has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Each EBS Speech Language Pathologist shall provide timely and complete reports as requested by City and/or District staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law. Additionally, each EBS Speech Language Pathologist shall provide periodic, timely, daily if possible, written reports to the District Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by EBS and/or delivered by EBS during the time period covered by the report, and **(iv)** any and all additional useful and/or relevant information. Each report shall be signed by the authoring Speech Language Pathologist or EBS representative.

NOTE: EBS's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9 Confidentiality/FERPA. EBS shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. EBS shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.9.1. Any and all materials contained in City of Waterbury student files that are entrusted to EBS or gathered by EBS in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by EBS shall be used solely for the purposes of providing services under this Agreement.

3.9.2 Student Education Records EBS acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) EBS and City shall comply with the requirements of said statute and regulations, as amended from time to time and EBS agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, EBS has no authority to make disclosures of any information from education records.

3.10 Student Data Privacy.

3.10.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, EBS or its employees.

3.10.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of EBS or its employees except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by EBS or its employees. The Board may request the deletion of any such student

information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by EBS or its employees within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from EBS and/or its employee(s) that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.10.3 Neither EBS nor its employees shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.10.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If EBS or its employees receive a request to review Student Data in their possession directly from a student, parent, or guardian, EBS and its employee(s) agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. EBS and its employees agree to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with EBS or its employees, and correct any erroneous information therein.

3.10.5 EBS and its employees shall take actions designed to ensure the security and confidentiality of student data.

3.10.6 EBS and its employees will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by EBS or its employees of a breach of Student Data, EBS shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the

breach; and measures taken to ensure that such a breach does not occur in the future.

3.10.7 Student Data shall not be retained or available to EBS or its employees upon expiration of the contract between EBS and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with EBS after the expiration of such contract for the purpose of storing student- generated content.

3.10.8 EBS and the Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.10.9 EBS and its employee acknowledge and agree to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.10.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.

4. Responsibilities of the City. Upon the City's receipt of EBS's written request, the City will provide EBS with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by EBS hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by EBS for the purpose of carrying out the services under this Contract.

5. Contract Time. EBS shall commence all work and services required under this Contract on July 1, 2020 and shall complete all work and services required under this Contract on June 30, 2023. ("Contract Time"):

5.1. Time is and shall be of the essence for the completion of all work and services to be performed hereunder. EBS further agrees that it shall provide services, regularly, diligently and uninterruptedly as requested by the City, within the Contract Time stated above. It is expressly understood and agreed, by and between EBS and City, that the Contract Time and services to be provided is reasonable.

6. Compensation. The City shall compensate EBS for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to EBS shall not exceed ONE MILLION TWO HUNDRED EIGHT THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS

(\$1,208,428.00) for the entire three year term of this contract and shall be in accordance with EBS's, Revised Rate Proposal dated April 23, 2020 and as set forth below:

- 6.1.1** July 1, 2020-June 30, 2021
An amount not to exceed
Three Hundred Ninety-Nine Thousand One Hundred
Sixty-Four Dollars.....\$399,164.00
Based on an hourly rate of Seventy-Three Dollars.....\$73.00
- 6.1.2** July 1, 2021-June 30, 2022
An amount not to exceed
Four Hundred Four Thousand Six Hundred
Thirty-Two Dollars.....\$404,632.00
Based on an hourly rate of Seventy-Four Dollars.....\$74.00
- 6.1.3** July 1, 2022--June 30, 2023
An amount not to exceed
Four Hundred Four Thousand Six Hundred
Thirty-Two Dollars.....\$404,632.00
Based on an hourly rate of Seventy-Four Dollars.....\$74.00
- 6.1.4** Total Compensation
One Million Two Hundred Eight Thousand Four
Hundred Twenty-Eight Dollars.....\$1,208,428.00

6.2. Limitation of Payment. Compensation payable to EBS is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of EBS's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. EBS's invoices shall describe the work, services, reports, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 EBS and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to EBS in an amount equaling the sum or sums of money EBS and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding EBS's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. EBS shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the services. EBS shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to EBS's demand for payment. The City shall not certify

fees for payment to EBS until the City has determined that EBS has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of EBS in preparing its proposal for **RFP #6575** shall be solely borne by EBS and are not included in the compensation to be paid by the City to EBS under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. EBS shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, reports, plans, etc. furnished to the City under this Contract. EBS shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, , etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, EBS shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title.

7.1. Title to each item of, reports, plans, services, etc. prepared by EBS for the City hereunder shall pass to City upon City payment to EBS as provided for under this Contract.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of EBS, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by EBS or any employee of EBS, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for EBS or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. EBS understands and agrees that any insurance required by this Contract, or otherwise provided by EBS, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. EBS expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by EBS, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. EBS shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, EBS shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by EBS and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, EBS shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by EBS, or its subcontractor, omission or commission.

9. EBS's Insurance.

9.1. EBS shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by EBS and such insurance has been approved by the City. EBS shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, EBS shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from EBS's obligation under this Contract, whether such obligations are EBS's or subcontractor or person or entity directly or indirectly employed by said EBS or subcontractor, or by any person or entity for whose acts said EBS or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by EBS:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL) Any Auto, All Owned and Hired Autos.

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

9.4.3 Workers’ Compensation: Statutory Limits within the State of Connecticut: Employers’ Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

EBS shall comply with all State of Connecticut statutes as it relates to workers’ compensation.

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$3,000,000.00** Each Occurrence and **\$3,000,000.00** Aggregate.

9.4.5 Professional Liability Insurance: \$1,000,000.00 each claim. **\$1,000,000.00** Aggregate.

Professional liability (also known as, errors and omissions) insurance providing coverage to EBS.

9.4.6 Abuse/Molestation Liability Insurance \$1,000,000.00 each Occurrence. **\$1,000,000.00** Aggregate. Provide coverage for allegations of

abuse and/or molestation that are sexual in nature. This coverage may be included in General Liability

9.5. Failure to Maintain Insurance: In the event EBS fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset EBS's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from EBS at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: EBS's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as additional insured on a primary and non-contributory basis and provide a waiver of subrogation on all lines of coverage except Workers Compensation Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under EBS's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time EBS executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability"**. The City's request for proposal number must be shown on the certificate of insurance. EBS must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after EBS receipt, EBS shall deliver to the City a copy of EBS's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, EBS represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by EBS of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of

the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of EBS's work and services shall be secured in advance and paid by EBS. EBS shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon EBS for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. EBS remains liable, however, for any applicable tax obligations it incurs. Moreover, EBS represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. EBS and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 EBS is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 EBS is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act

provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, EBS shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, EBS shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. EBS agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Termination.

12.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of EBS, EBS shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if EBS shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to EBS of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

12.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by EBS under this Contract shall, at the option of the City, become the City's property, and

EBS shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

12.1.2 Notwithstanding the above, EBS shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by EBS, and the City may withhold any payments to EBS for the purpose of setoff until such time as the exact amount of damages due the City from EBS is determined.

12.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to EBS. If this Contract is terminated by the City as provided herein, EBS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of EBS covered by this Contract, less payments of compensation previously made.

12.3. Termination for Non-Appropriation or Lack of Funding. EBS acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. EBS therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

12.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to EBS.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay EBS for the agreed to level of the products, services and functions to be provided by EBS under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to EBS, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

123.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate EBS for any lost or expected future profits.

12.4. Rights Upon Cancellation or Termination.

12.4.1 Termination for Cause. In the event the City terminates this Contract for cause, EBS shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, EBS shall transfer all licenses to the City which EBS is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate EBS for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. EBS shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

12.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay EBS for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and EBS shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). EBS shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and EBS may negotiate a mutually acceptable payment to EBS for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

12.4.3 Termination by EBS. EBS may, by written notice to the City, terminate this Contract if the City materially breaches, provided that EBS shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, EBS will be compensated by the City for work performed prior to such termination date and EBS shall deliver to the City all deliverables as otherwise set forth in this Contract.

12.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

12.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** EBS shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay EBS for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

13. Ownership of Instruments of Professional Services. The City acknowledges EBS's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

14. Force Majeure. EBS shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

14.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

14.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, EBS shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

15. Subcontracting. EBS shall not, without the prior written approval of the City, subcontract, in whole or in part, any of EBS's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of EBS and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve EBS from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

15.1. EBS shall be as fully responsible to the City for the acts and omissions of EBS's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by EBS.

16. Assignability. EBS shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval

of the City; provided, however, that claims for money due or to become due EBS from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. Audit. The City reserves the right to audit EBS's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, EBS shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

18. This section intentionally left blank.

19. Interest of EBS. EBS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any other interest which would conflict in any manner or degree with the performance of its services hereunder. EBS further covenants that in the performance of this Contract no person having any such interest shall be employed.

20. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and EBS.

21. Independent Contractor Relationship. The relationship between the City and EBS is that of client and independent contractor. No agent, employee, or servant of EBS shall be deemed to be an employee, agent or servant of the City. EBS shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and EBS hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by EBS hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and EBS or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, EBS hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that EBS shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

22. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in

accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

23. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

24. This section intentionally left blank.

25. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and EBS and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i) RFP #6575** (ii) Addendum #1 to RFP#6575; (iii) Addendum #2 to RFP#6575; and **(iv) EBS's Response to RFP #6575.**

25.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

25.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

26. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. EBS agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, EBS shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

27. Binding Agreement. The City and EBS each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

28. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

29. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

30. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or EBS, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

EBS: EBS Healthcare, Inc., dba
Educational Based Services (EBS)
200 Skiles Boulevard
West Chester, Pennsylvania 19382

With a copy to: EBS Healthcare, Inc. dba
Educational Based Services (EBS)
1266 East Main Street, Suite 700 R
Stamford, CT 06902

City: City of Waterbury
c/o Director of Pupil Services
236 Grand Street
Waterbury, CT 06702

31. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

31.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

31.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice,

investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

31.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, EBS or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

31.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

31.5. Upon a showing that a subcontractor made a kickback to the City, EBS or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

31.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 31.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 31.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

31.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this

subsection 31.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

31.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 31.1-31.7.

31.9. EBS is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

31.10. EBS hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburycct.org/content/9569/9605/9613/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Current to 12/31/2015". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

31.11. EBS is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

31.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

31.13. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

31.14. Prohibition Against Contingency Fees. EBS hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

31.15. Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to EBS set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all EBS records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

**EBS HEALTHCARE, INC DBA
EDUCATIONAL BASED SERVICES (EBS)**

.

By: _____
John Gumpert
It’s _____

Date: _____

ATTACHMENT A

1. RFP # 6575, for Speech and Language Therapy Services, consisting of 10 pages excluding Attachments, attached hereto.
2. Addendum #1 to RFP #6575, issued February 13, 2020, consisting of 1 page, attached hereto.
3. Addendum #2 to RFP #6575, issued February 20, 2020, consisting of 9 pages, attached hereto.
4. EBS' Response to RFP #6575, dated February 21, 2020, consisting of 68 pages, attached hereto.
5. EBS' Revised Cost Proposal, dated April 28, 2020, consisting of 3 pages, attached hereto.
6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference.
7. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, attached as part of EBS' response.
8. Certificates of Insurance, attached as part of EBS' response.
9. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
10. All licenses, incorporated by reference.

REQUEST FOR PROPOSAL #6575
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Speech and Language Therapy Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor, proposer, or contractor to provide:

Up to 13,670 hours of speech and language therapy each year to the Waterbury School District to students ages 3-21 with speech and language therapy needs and other related work under the direction of District personnel for a three year period commencing on or about July 1, 2020 through June 30, 2023.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, professional proposers to provide speech and language therapy, testing and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic Individualized Education Program (IEP) and data collection systems.
4. Ability to provide experienced, Connecticut (CT) certified, licensed and qualified speech and language pathologists to the District upon request without delay to fill immediate and changing needs of the District in both in school and in-home settings.

5. Ability to provide speech and language pathologists who have master degrees or doctorates in speech and language pathology from an accredited post-secondary institution, CT Health Department licensure and CT State Department of Education certification as required by law.
6. The speech and language pathologists provided have experience working with children ages 3-21 in the fields of speech and language therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.

C. Scope of Services

1. The proposer agrees to provide up to 13,6705 total hours of speech and language therapy and related services to students, ages 3-21, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will insure that all pathologists working in the District have had satisfactory

- criminal background checks, drugs tests and dcf registry checks as required under law and will provide the District proof upon request.
3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
 4. The speech and language pathologists provided by the Proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
 5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
 6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to District administrative staff prior to public review.
 7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
 8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
 9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2020 – June 30, 2023.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on February, 18, 2020**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by February 20, 2020 by 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education.

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the

instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines,

answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Attachment B.
15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.
16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on February 24, 2020.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single **hourly rate, for each year for three years** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.
- h. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements

NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

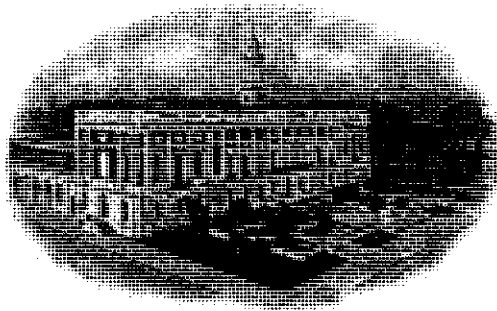
State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

February 13, 2020

RFP #: 6575

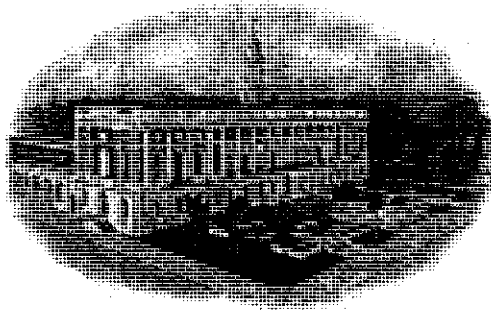
Project Title: Speech and Language Therapy Services

As a point of clarification, the Proposal Due Date has been extended to February 26, 2020 at 10:30 a.m. in order to allow ample time to respond from the date questions are released.

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

February 20, 2020

RFP #: 6575

Project Title: Speech and Language Therapy Services

1. Question: Can you please provide the current rates for an SLP?

Answer: We have two vendors currently supplying SLP services: Our current vendor, Access Rehab Center, LLC SLP hourly rate is \$79.30; our other current vendor EBS Healthcare Inc. SLP hourly rate is \$73.00.

2. Question: How many FTE SLPs do you have working on the current contract?

Answer: Approximately 9 FTE SLPs depending on the hours of the SLPs provided by the vendors.

3. Question: Who are the current awarded agencies who have this contract?

Answer: See answer above

4. Question: Under Section 3.8 Reporting Requirement, we are unsure as to what to put next to "...shall deliver periodic, _____, written reports...." We usually leave this up to the discretion of the school system. Also, next to "each report shall be signed by _____", is this someone from our agency who will be signing these? Under Section 5, Project Milestone #1 and #2, these requirements we usually leave up to the school system to determine the timetable. Are we able to leave this blank?

Answer: Yes, leave blank. The RFP asks if the vendor is prepared to sign an agreement at the time of the proposal submission pursuant to Section E.2.

5. Question: While all therapists will be licensed and located in Connecticut, is it your preference for the vendor to have an office in the State of Connecticut?

Answer: Having an office in the state would provide better accessibility but it is not a requirement.

Question 6. Does the district intend to award to a single vendor or to multiple vendors?

Answer: It depends on the proposals received.

Question 7. On page 2, under "Scope of Services", it reads "The proposer agrees to provide up to 13,6705 total hours." This number seems incorrect. Can you please verify this is the correct number of hours a vendor has to supply?

Answer: 13,670 hours per year.

Question 8. Can you also please tell us the average weekly hours for the SLPs? i.e. are hours full-time or part-time?

Answer: Most are fulltime, some are part-time, depending on the SLPs supplied by the vendors and the district needs.

Question 9. How many SLPs do you currently foresee needing?

Answer: Approximately 10 FTEs.

Question 10. Would you consider certified speech therapy assistants such as SLPA or CFY?

Answer: Not SLPAs but we would consider a Certified First Year (CFY) if the vendor provides the supervision required.

Question 11. What would be the average student caseload and number of schools served by the SLP?

Answer: It depends on the assignment and the needs of the students.

Question 12: How many working days will the SLP work during the school year (For Example: 180 days or less)?

Answer: 181 days or less during the school year and up to 20 days in the summer.

Question 13: Would Waterbury School District consider online tele-speech therapy services?

Answer: Prefer not to at this time.

Question 14: Per the bottom of page 6, I understand that the proposal must be “bound, paginated, indexed, and numbered”. Do you also require proposals to be submitted in a 3-ring binder with divider tabs?

Answer: No.

Question 15: Per page 8, I understand that the Cost Proposal must be kept in a separate envelope. Do you require the same amount of copies for the cost proposal as with the Technical Proposal? Or will only one (1) copy of the Cost Proposal suffice?

Answer: Same number of copies should be supplied of the cost proposal as the technical proposal.

Question 16: Do you require the cost proposal to be shipped in a separate envelope, or can we place both the cost and the technical proposals in the same box with both being in separate packaging inside the box? This method will help us save on shipment costs.

Answer: You can place both being in separate packaging inside one box.

Question 17: I understand resumes of our candidates must be submitted with the proposal. Will we be in violation or be liable for any penalties in case one of the candidates we supply finds another position prior to our company being awarded?

Answer: No.

Question 18: In relation to the previous question, in case our candidates secure another position prior to award announcement, do you require vendors to guarantee the provision of therapy services, or is it understood that vendors will begin recruiting on a best efforts' basis?

Answer: We expect the vendor to supply the services when we need them for the contract period as the contract to be signed by the parties will require.

Question 19: Also in relation to the previous question, can the vendor incur in any other penalties or be liable for any other damages for not having a contracted provider available upon your school's request in a timely manner or would your school terminate the RFP contract with the vendor?

Answer: The contract determines the rights of the parties.

Question 20: I understand that responses to questions will be available on the eProcurement website by February 20th; however, proposals are due the following Monday on February 24th. Will you please consider extending the due date or releasing responses to questions earlier in order for vendors to have enough time to mail / ship their proposals?

Answer: A brief extension for filing the proposals is granted to February 26, 2020 at 10:30 am. See Addendum 1.

Question 21: What would be the payment terms of Waterbury School District (Net 30)?

Answer: The payment terms are set forth in the sample contract.

Question 22: If Waterbury School District will find a permanent employee of the district and our services will no longer be needed, will the school provide the awarded vendor with a 30 day out termination written notice?

Answer: The contract dictates the legal obligations of the parties.

Question 23: To complete the provision of speech therapy services, are testing/evaluation materials provided by Waterbury School District OR the Vendor?

Answer: The school district provides the testing/evaluation materials but the vendor may provide materials as well.

Question 24: Will your school provide laptops/computers and/or an email account to the contracted providers during their assignment?

Answer: Yes, to the extent they need them and they are available.

Question 25: Will the speech therapists have access to internet capabilities, computers/laptops/iPads, office supplies, fax/copy machine at Waterbury School District?

Answer: Yes, to the extent they need them and they are available.

Question 26: Would the district pay for mileage travelling between school campuses on the same day? If so, what will be the district IRS Standard Rate?

Answer: No.

Question 27: Can you provide the current incumbent vendor(s) names and fee rates providing the SLP services? Has your current vendor(s) been able to satisfy your service needs?

Answer: See answers above. For the most part, the vendors have been able to satisfy our needs.

Question 28: When is the anticipated award date?

Answer: Soon after the proposals are reviewed by the Special Education Department and by the Purchasing Department.

Question 29: On page 3, the RFP states "The proposer shall provide reports to the District administrative staff prior to public review". Can you please clarify on this statement as to what reports?

Answer: Evaluations, assessments or other reports relating to students or those indicated by administration prior to review by third parties. Student information is governed by confidentiality rules under federal law.

Question 30: Is it required for our therapists to train district staff?

Answer: Yes, training of support staff may be required as well as SLP staff.

Question 31: Re. the Bid 6575 for Speech and Language Therapy Services, who is providing the services currently?

Answer: See answer above.

Question 32: What is the current rate for these services?

Answer: See answer above.

Question 33: Hello, Will you accept bids for speech therapy services delivered via tele practice modality?

Answer: Prefer not to at this time.

Question 34: Why is the district utilizing a solicitation for the services requested in this bid?

Answer: See the Waterbury Procurement Ordinance.

Question 35: Will there be a pre-bid meeting for interested vendors to attend?

Answer: No.

Question 36: How many vendors does the district expect to award a contract to for the services requested in this solicitation?

Answer: See answer above.

Question 37: Can the district please clarify how needs for contractors will be disseminated to vendors post award?

Answer: The special education supervisor for speech language pathologists and the Director of Pupil Services will communicate with representatives of the vendor.

Question 38: Can the district please provide points or percentages for the evaluation criteria?

Answer: Please refer to the RFP Section I, Evaluation of Proposals; Selection Process.

Question 39: How many references does the district require?

Answer: Section I in the RFP refers to Section H2b in the RFP which requires a listing of all projects completed within the last three years as well as projects of a similar nature to those included in the scope of services in this RFP. Under Section I, the City can contact those listed in Section H2b in assessing the experience, expertise and capabilities of the proposers. There is no required number set forth in the RFP.

Question 40: Can the district please clarify if you would like the names of the total school contracts in the last 5 years throughout our entire company or just the state of CT?

Answer: See answer to question above. Ultimately it is up to the proposers what they include in their listing of projects.

Question 41: Can the district please provide incumbent information, and current bill rates, for contracts in place for similar services?

Answer: See answer above.

Question 42: What is the expected amount of FTE contract, vendor supplied SLP's utilized during the 2020-21 SY?

Answer: Approximately 10 FTE SLPs.

Question 42: Can the district please provide the total amount of FTE contract, vendor supplied SLP's utilized during the 2018-19 SY?

Answer: Approximately 8-9 FTEs

Question 43. Will the district accept SLP Clinical Fellows?

Answer: Yes if supervision is provided by the vendor.

Question 44: If yes, does the district have supervision for the Clinical Fellows?

Answer: No.

Question 45: Will the district accept Clinical Fellows if the Vendor has supervision in place?

Answer: See answer above.

Question 46: Can the district please describe the supplies and materials that contracted providers will have access to at the district? (wifi, computer access, testing material, office supplies, etc.)?

Answer: See answer to question above.

Question 47: What travel between schools is expected for these providers?

Answer: It depends on the needs of the District.

Question 48: Can the district please clarify expectations of homebound instruction (i.e. will certain SLP's only be working in the home, or is it specifically just in the instance a student is unable to make it to school)?

Answer: It depends on the needs of the District and the number of students on homebound who need speech and language services. It is unlikely that an SLP will only be working in the home.

Question 49: Can the district please clarify where Attachment C can be located?

Answer: It is a one page document in the bid package.

Question 50: Can the district please confirm that there are no mandatory State Set-Aside requirements for this solicitation?

Answer: There are no state set aside requirements for this solicitation.

Question 51: Is this bid expected to be a single vendor or multi-vendor award of the contract?

Answer: It depends on the proposals submitted.

Question 52: Is the Professional Services Agreement doc, which lists Sign Language Interpreter in 1.1 section, required to be filled out by proposer and included in the Bid submittal?

Answer: No, see answer above.

Question 53: When will the contract be awarded and how will vendors be notified?

Answer: See answer above. Vendors are notified by letter from the Purchasing Department.

Question 54: Who are the current agencies you are working with to provide speech and language therapy Services?

Answer: See answer to question above.

Question 55: Have these vendors been able to meet all of your needs?

Answer: See answer to question above.

Question 56: How many contracted speech pathologists do you anticipate needing for the remainder of the 2019/2020 school year?

Answer: We do not need any additional SLP services than what we already have for the 2019-2020 School year. The RFP covers a three year period from July 1, 2020 through June 30, 2023.

Question 57: Will the positions be fulltime or part time?

Answer: See answer to question above.

Question 58: What are the current hourly billing rates for speech pathologists by vendor?

Answer: See answer to question above.

Question 59: Do you require that speech pathologist candidate resumes and/or licensure be submitted with the proposal?

Answer: See RFP Section H 2 (c).

Question 60: Will Assigned speech pathologists have access to materials, supplies, equipment, evaluation kits and protocols provided by your schools?

Answer: See answer to questions above.

Question 61: Will assigned speech pathologists have access to computers/laptops and printers provided by your schools?

Answer: See answer to questions above.

Question 62: Do you require vendors to guarantee the provision of services or it is understood that we will begin recruiting on a best efforts basis?

Answer: It is expected that the vendor will be able to provide the services as set forth in the RFP.

Question 63: Can pricing increase during the term of the contract?

Answer: The RFP requests hourly rates from vendors for three years. Once the vendor agrees to rates for three years and the City accepts the vendor's proposal, those rate cannot be changed and will be included in a three year contract between the vendor and the City.

Question 64: While drafting the proposal for this bid, we came cross the request below which states, "a listing of all projects proposer has completed within the at 3 years must be provided." We work with hundreds of clients public schools, charter schools, clinics, etc.. and thousands of students across

the country. We currently do not have any active contract in Waterbury, CT, but is this proposal wanting the date of service, nature of service and client contact information for every service line we provide? This would essentially be data that wouldn't be requested as this would take extensive efforts in compiling all this information. We staff related services ranging from Speech, OT, PT, PSY, LDTC, SW, COU, BCBA, ABA, RBT, Nurses, Special Education Teacher, General Education Teachers, etc.. both virtually and in-person to students in different states based on the school's need and the student's IEP. I wanted to make sure I understand this section of the proposal before moving forward. If you are not the correct person I should be reaching out to, please let me know. I look forward to any feedback you may be able to provide.

Answer: It is up to the proposer as to what is contained in their proposal.

Question 65: Can you confirm the estimated number of hours are up to 13,670?

Answer: Yes, up to 13,670 hours annually.

Question 66: Are these services new?

Answer: No, but some hours have been added.

Question 67: If not new, are there current vendors?

Answer: See answer to question above.

Question 68: If current vendors, are you satisfied with their performance?

Answer: For the most part, yes.

Question 69: Is this for a single vendor, or multiple vendors?

Answer: It depends on the proposals received.

Question 70: What are the current bill rates?

See answer to question above.

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury

2020 PROPOSAL

RFP 6575
Speech and Language Therapy Services

Connecticut Address
1266 East Main Street
Suite 700 R
Stamford, CT 06902

John Gumpert
john.gumpert@ebsschools.com
February 21, 2020



Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Thank you for considering our proposal for services. EBS (Educational Based Services) is the nation's largest school-based management, training and consulting company specializing in the 3- to 21-year-old populations. We look forward to further growing our partnership with the City of Waterbury and Waterbury Public Schools to work toward your special education initiatives. We are confident that you will be pleased with the caliber of our professionals, the quality of services they provide, and the extensive resources and support EBS can offer Waterbury Public Schools.

EBS Assurances:

- EBS will continue to provide the most highly trained and best supported speech language pathologists.
- EBS will provide consultation, quality assurance and program analysis at no cost to the district.
- EBS will provide in-services and continuing education for therapists and school personnel that are relevant to and in alignment with Waterbury's special education initiatives at no cost to the district.
- EBS will have regional managers available 24 hours per day for assistance and support at no cost to the district.
- EBS has an exclusive partnership with Caselite Management System. As an exclusive partner with Caselite, EBS can individualize the software at the request of Waterbury. EBS will also provide additional evidence based software and tools that can be accessed by Waterbury.

Standing behind EBS is a proven record with three decades of success in delivering direct services and assisting schools with program implementation and improvement. Today, EBS professionals work with over 2.2 million children per year in school-based settings. Our educational management capability is unsurpassed in the field and proven to save districts both time and money.

Although EBS is a national company, we have a local presence in New Haven and Fairfield County. EBS is dedicated to the local educational community, and has an expansive nationwide network of top experts and resources. Our mission is to give back to our partnering districts in the form of management, mentoring, consulting, training and support. We are committed to providing the best services and support in the most cost effective way. We aim to become an extension of your department and help you reach your district's initiatives.

We look forward to the continuation of a mutually rewarding and long term relationship with Waterbury Public Schools.



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Proposer Information

- a. **Firm Name:** EBS Healthcare, Inc. (Educational Based Services)
- b. **Permanent main office address:** 200 Skiles Blvd, West Chester, PA. 19382.
Connecticut office address: 1266 East Main Street, Suite 700 R, Stamford, CT 06902
- c. **Date firm organized:** Firm organized in 1984, Incorporated in 1993.
- d. **Legal form of ownership:** Corporation – Incorporated in Pennsylvania in 1993.
- e. **EBS (Educational Based Services)** has been providing, therapy, consulting and management services for over 34 years.
- f. **Rob Doerr, Program Director** - Rob has worked with EBS for over 20 years and has been in the field of special education for over 25 years. Rob is the Director and Supervisor of all operations of EBS at our National Headquarters.

Melanie Hudson, National SLP Director - Melanie Hudson will oversee EBS regional managers and lead therapists working with Waterbury Public Schools. She has a Master's Degree from George Washington University and has worked in the school based setting as a speech-language pathologist and an administrator for her entire career. Melanie has over 30 years of experience working in the field of Special Education and she currently sits on Division 11 of the American Speech-Language-Hearing Association (ASHA) working with the governing body that sets the standards and requirements for Clinical Fellowship Supervision. Melanie received ASHA Honors and became an ASHA Fellow for her contribution in the area of Supervision and Mentorship. Melanie is now the nominee for President of ASHA for the upcoming term. Melanie will be available to Waterbury as needed, and will provide mentorship, support and training to all EBS therapists in the district.

Meredith Finnie, Local SLP Supervisor – Since 2004, Meredith has been a member ASHA and the Connecticut & Massachusetts Speech-Language Hearing Associations. Her involvement with ASHA consists of being an active member with Division 1, 11, and 16. Her involvement with MSHA includes volunteering with the state conventions (introducing presenters), serving on the Executive Council as the Chair of School Affairs, VP of Education and Planning, Secretary/Treasurer and currently President. She has been a co-presenter for MSHA's annual Student event for the past 5 years and this year we completed it for ASHA CEUs. Meredith is in Waterbury Public Schools on a regular basis providing training and mentorship to our therapists.



Philosophy Statement and Business Focus

EBS (Educational Based Services) is the nation's largest school-based consulting, management, and training practice specializing in services for the 3- to 21-year-old population. Our organization was established and continues to be managed by special education professionals. Over the past 30 years, EBS has become the national leader in therapy and educational services for school-age students. EBS has a proven record of success providing high-quality therapists, educators and other professionals in the school-based setting. With abundant support and resources, we are able to align our efforts with our partnering districts' initiatives.

EBS is the nation's leader in school-based services which provides a strong foundation for our unparalleled regional and local support team. We are deeply connected to the special education community. Our commitment to special education continuously brings professionals in the field to our door, wanting to be part of this team. EBS has the resources to provide high quality school based speech language pathologists for all of the vacant positions in Waterbury. We are familiar with many of the local initiatives and challenges and can guarantee a smooth transition and full coverage at all times. Continuity of staff is exceedingly important and this is an area EBS excels in.

Over the years EBS has built a world class team of top professionals representing every member of the student services team. EBS professionals are nationally recognized and have served as special education directors, coordinators, school administrators, team leads, and direct service providers. These individuals work with school systems across the country and have the advantage of working in a variety of programs. This collective knowledge is shared amongst our professionals and empowers our team to implement and refine best practices.

We will take the time to understand the initiatives and objectives of Waterbury and will align our resources to match your specific needs. In addition to providing highly-qualified professionals, we have a team of top experts that can provide training and support across all aspects of school-based services. Some of the other common issues that EBS is helping schools with include but are not limited to: Working with Augmentative Communication Devices (AAC), Providing therapy using the Inclusion model, Response to Intervention (RTI), Data-based decision making, self-regulation, environmental accessibility, caseload vs. workload, Autism Spectrum Disorder, and service delivery in the least restrictive environment (LRE).

EBS recognizes that each school system is unique and that a "cookie cutter" approach to service delivery is not practical. We always work to understand the challenges our partner schools are faced with, initiatives they are driving toward, and any constraints they may be operating within. We work with schools on the full range of challenges, from complete program implementation and systemic issues to minor adjustments that



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improve services in a specific program area. Effecting change is challenging even amidst an abundance of ideas for improvement. EBS can utilize our national reach to identify what programs and solutions are working in hundreds of districts nationwide, and build off of these successes to meet Waterbury initiatives.

EBS has access to knowledge and research in every area of the field, giving us the ability to bring theory and research into everyday evidence-based best practices in the classroom. EBS professionals are trained and qualified to provide specially designed therapy methods and instruction to meet the unique needs of students with disabilities. They are knowledgeable about the general education curriculum, providing services in the least restrictive environment (LRE), promoting carryover and success in the classroom, and working with the mindset of graduating students from caseload as efficiently as possible.

In addition to our vast national infrastructure of support, EBS has several divisions that are drawn from to support your district:

EBS United- Global leader in supporting and servicing multicultural and bilingual programs

EBS Schools- Providing the highest quality services and training to school districts for over 34 years

EBS University- Continuing Education Programs – works directly with schools to provide training programs and ASHA CEU events tailored to their specific needs

EBS Telepractice – Complete technology platform, software and support to provide the highest quality telepractice experience, if requested.

EBS Learning- Program and Product Development- New, innovative and practical applications/techniques to improve and simplify service delivery.

Our management team is fully committed to the success of your program and there is no better partner to help meet the special education needs of Waterbury. EBS will become an extension of your special education department in alignment with your goals and initiatives at all times.

As the largest provider of school-age services in the country, we are able to match each professional with an appropriate position to which they are committed. Every position filled by an EBS employee matches the skill-sets of the individual, thus providing the maximum chance for success. Additionally, the management support team will help any employee work through difficult transitions, caseloads, or other challenges that may arise. For these reasons we can ensure that your pupil services needs are met for the duration of the contract.

EBS will stay in contact with Waterbury on a regular basis, and can be available to the district at any time. EBS has school based consultants and special education coordinators available 24 hours per day, seven days per week for reliable



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communication. Our consultants, regional directors and coordinators are available to meet with Waterbury at the convenience of the district.

EBS can offer more to Waterbury Public Schools. We can provide a full assessment of services in your district to help your district manage the budget and reach initiatives. This assessment is at **NO COST** to your district. We also have a vast repertoire of resources available at **NO COST** to Waterbury:

- Program evaluation and implementation, including comprehensive caseload analysis to ensure appropriate service delivery, efficient graduation from services and workload vs. caseload evaluation
- District initiative-specific trainings (for therapy staff as well as teaching and administrative staff)
- CEUs (ASHA Approved)
- Quality assurance reviews of all staff by experienced Quality Assurance Team
- Mobile and web-based applications to improve decision-making, therapy delivery, RTI and collaboration of special education staff, regular education staff, and parents

Our partner schools quickly learn that EBS operates differently than other companies. All schools are struggling to do more with less. EBS partner schools experience first-hand the EBS desire to do much more than just provide highly qualified therapy professionals. They see the willingness of the EBS team to help them with their programs and provide not only training, but follow through with that training to ensure district initiatives are being met. They witness the quality of our professionals, the extremely high caliber of our leadership and the multiple layers of support.



References/Relevant Experience

EBS has been providing school based special education services for over 34 years to school districts nationwide. In that time we have developed extremely strong partnerships with hundreds of school districts by aligning our services with the goals of the district with which we are working. In many of these relationships, EBS has become the sole provider of special education services to the respective district with extremely successful results. We encourage Waterbury Public Schools to call the references listed below to better understand the benefits of working with a primary provider vs. multiple companies. The more EBS is engaged with Waterbury, the more we will be able to put back into the district in the form of management, value added services, professional development, support and training.

EBS works with school districts of every size and scope across the country. Our total solutions approach to implementation and management provides a unique and tailored program for every school district we partner with. EBS works with hundreds of school districts both large and small and listing the details of each would become quite lengthy. The following is information on a few of the school districts in urban areas that EBS partners with and provides similar services to. For additional information please do not hesitate to contact our National Office.

Waterbury Public Schools

Ms. Monica O'Neal, Speech Language Supervisor

37 Leavenworth Street

Waterbury, CT 06702

(203) 574-8047

moneal@waterbury.k12.ct.us

EBS has been partnered with Waterbury Public Schools for almost five years. In that time we have provided Speech Language Pathology services to the district for both school based and homebound children.

Dates of Service: 2013-Present

Services Completed on Time

Amount of Current Contract: Approximately \$400,000 for SLP services for 2019-20

Stamford Public Schools

Mr. Wayne Holland, Director of Special Education

888 Washington Street

Stamford, CT. 06423

(203) 977-4853

WHolland@StamfordCT.gov



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EBS has partnered with Stamford Public Schools for over ten years. In that time we have provided speech language pathologists and occupational therapists to the district. We are also currently managing two behavior classrooms in the district which require special education teachers, school psychologists, BCBAs and RBTs.

Dates of Service: 2010-Present (Annual Renewals)

Services Completed on Time

Amount of Current Contract: \$500,000

Bridgeport Public Schools

Ms. Laura Rivera, Director of Speech Language Services

948 Main Street

Bridgeport, CT. 06604

(203) 275-1328

lriviera1@bridgeportedu.net

EBS has been partnered with Bridgeport Public Schools for over twelve years in various capacities. EBS has provided the district with SLPs and OTs over the time we have been working together. EBS also provides ASHA approved CEU event to the district.

Dates of Service: 2002-Present (Annual Renewals)

Services Completed on Time

Amount of Current Contract: \$285,000

New Haven Public School District

Dr. Glynis King-Harrell, Coordinator of Special Education

54 Meadow Street

New Haven, CT. 06519

(203) 691-3957

glynis.harrell@new-haven.k12.ct.us

EBS has partnered with New Haven Public Schools for over ten years. In that time we have provided speech language pathologists and occupational therapists to the district.

Dates of Service: 2001-Present (Annual Renewals)

Services Completed on Time

Amount of Current Contract: \$85,000

Miami Dade County School District

Ms. Kathryn Cadieux, ESE Director

1500 Biscayne Blvd.

Miami, FL 31322

(305) 995-1290

KCadieux@dadeschools.net



EBS is the sole provider of SLP services to Miami Dade County Public Schools and we have been providing these services to the district for over ten years. Along with providing all of the district's contracted SLP personnel, EBS also conducts complementary CEU and Professional Development events for the district on an annual basis.

Dates of Service: 2000-Present (Annual Renewals)

Services Completed on Time

Amount of Current Contract: \$1,500,000

Dallas Independent School District

Ms. Kristen Davis, Program Specialist

312 S. Ervay Street

Dallas, TX. 75117

(972) 581-4106

KrDavis@dallasisd.org

EBS has worked with Dallas ISD for over ten years and provides over 25 therapists to the district. Throughout our relationship, EBS has been able to consistently fill the SLP needs in Dallas ISD. Along with providing professionals for therapy support, EBS also conducts and sponsors annual CEU and professional development events for the district.

Dates of Service: 1998-Present (Annual Renewals)

Services Completed on Time

Amount of Current Contract: \$2,200,000

Houston Independent School District

Ms. Cheval Bryant, SLP Coordinator

4400 West 18th Street

Houston, TX. 77092

713-434-4717 X 340

CBRYANT5@houstonisd.org

EBS has partnered with Houston ISD for over fifteen years and currently provides over 30 speech language pathologists and occupational therapists to the district.

Dates of Service: 2001-Present (Annual Renewals)

Services Completed on Time

Amount of Current Contract: \$2,000,000



Bethel School District**Dr. Sonia Hemmerling, Director of Special Education****516 176th St East****Spanaway, WA. 98387****(253) 683-6939****sryskamp@bethelsd.org**

EBS provides all special education services to Bethel School District. We aligned our resources with the district to help the district move to the 3:1 model of therapy. EBS has become a total management partner with Bethel School District, and is now working with the district hand in hand to assist other school districts in the Seattle area move to the 3:1 model of therapy.

Dates of Service: 2008-Present (Annual Renewals)**Services Completed on Time****Amount of Current Contract: \$1,200,000****Metropolitan Nashville Public School District****Ms. Colleen Thomas, Director of Special Education****2601 Bransford Avenue****Nashville, TN. 37204****615-298-8067 x2201****colleen.thomas@mnps.org**

EBS has been a partner with MNPS providing Speech-language Pathologists for the past seven years. EBS also provides Occupational and Physical Therapy service to the district. EBS has been able to consistently fill requests for therapy support and presently serves as the sole contract provider for these services. EBS has also provided MNPS with professional development opportunities on an annual basis.

Dates of Service: 2005-Present (Annual Renewals)**Services Completed on Time****Amount of Current Contract: \$2,300,000****WE CARE MORE. WE DO MORE.**



P.O. Box 9310, Stamford, CT 06904

Offices at 888 Washington Blvd. Phone (203) 977-4105 EBS 9

www.stamfordpublicschools.org

Earl Kim, Superintendent of Schools

June 14, 2019

To Whom It May Concern:

It is my distinct pleasure to write this letter of recommendation for Educational Based Services (EBS). As our partner providing school based behavior and special education services, EBS has established an excellent reputation for outstanding service and professionalism.

In addition to keeping our district fully staffed with high quality professionals, EBS has provided full-time supervisors who are always available for training, supervision and support. They are highly experienced educators who help us problem solve from concept to implementation. The full-time supervisors have become a true member of our team.

We have been working with EBS since 2006, and we have continued to expand our partnership and services in special education due to the excellence of service and support EBS has demonstrated. The EBS Behavioral and ABA team has become instrumental in the ongoing success of our district. Our expanding partnership with EBS has allowed Stamford Public Schools to build capacity in both the level of services we can provide our students as well as the skill level of our staff.

EBS provides management, consulting, and support to our district. In addition, they offer resources, continuing education and professional development to our school district staff. EBS has taken the time to understand the specific needs and objectives of our district and our EBS Special Education Coordinator is always accessible, professional, forward thinking and responsive to our district needs.

EBS has consistently demonstrated the ability to attract and retain quality professionals. EBS personnel are highly trained and well-respected in the schools in which they work.

I would highly recommend EBS as a school based management and training company to partner with your district. We look forward to working with them for many years to come.

Sincerely,

Wayne Holland
Director of Special Education
Stamford Public Schools



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Martin Karp, Vice Chair
Dr. Dorothy Bendross-Mindingall
Susie V. Castillo
Dr. Lawrence S. Feldman
Dr. Steve Gallon III
Lubby Navarro
Dr. Marta Pérez
Mari Tere Rojas

April 18, 2019

To Whom It May Concern:

It is with great pleasure that I provide a reference for EBS. EBS has provided staff to the Miami Dade County Public School District for several years. I have been the contact for Miami Dade County for the last three years. Without any reservations, I can say that this has been a successful partnership.

The staffs provided by EBS are highly qualified and committed to the mission and vision of Miami Dade County Public Schools. They have strongly demonstrated an in-depth knowledge of the field, as well as, experience and competence throughout.

Support staff provides a comfort level that is quite evident in day to day operations. I know that when I make a call for assistance I will be answered in a timely manner. EBS strives to provide results in a supportive manner while maintaining a professional standard.

I am pleased to give my highest recommendation to EBS. They will be a valuable partner in any endeavor they choose. If I can be of further assistance, please contact me at 305-995-1830 or 305-995-2450.

Sincerely,

Kathryn Cadieux

Kathryn Cadieux, Supervisor
Miami Dade County Public Schools

Personnel Listing

| | |
|---------------------|-----|
| 1. Jennifer Jones | SLP |
| 2. Linda Kessler | SLP |
| 3. Baila B. Munk | SLP |
| 4. Chana Wakszul | SLP |
| 5. Lindsay Zissis | SLP |
| 6. Nechi Lehrman | SLP |
| 7. Lauren Vaughan | SLP |
| 8. Jesse Smith | SLP |
| 9. Elizabeth Berger | SLP |
| 10. Shefali Patel | SLP |

All EBS SLPs will be properly licensed and certified in Connecticut before starting any assignment with Waterbury Public Schools.

Conflict of Interest

EBS has no current or former business, financial, personal or other types of relationships which may pose a conflict of interest.



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Jennifer Jones

PROFESSIONAL SUMMARY

Hardworking and motivated graduate student equipped with the knowledge and skills necessary to treat pediatric and adult populations with various communication needs. Seeking a CFY position following graduation to continue gaining experience in the field and work towards acquiring ASHA certification.

SKILLS

- Excellent interpersonal skills
- Compassionate
- Extremely organized
- Great time-management skills
- Team collaboration
- Conducting evaluations
- Treatment plan development
- Patient focused therapy
- Documentation
- Proficient programming of AAC devices

EDUCATION

Nova Southeastern University - Davie, FL | Master of Science

Speech-Language Pathology, Expected in 12/2019

- Graduating with Highest Honors
- Graduating with 3.84 GPA
- Member of Nova University's NSSLHA Chapter
- Member of NSSLHA

Stockton University - Galloway, NJ | Bachelor of Science

Speech Pathology And Audiology, 08/2014

- Graduated magna cum laude
- Graduated with 3.88 GPA

WORK HISTORY

Bacharach Institute for Rehabilitation | Pomona, NJ

Graduate Student Clinician – 08/2019 to current

- Provide inpatient and outpatient therapy for adult and geriatric populations suffering from dysphagia, cognitive disorders, voice disorders, dysarthria, aphasia, apraxia, and other neurological diseases
- Conduct evaluations using RIPA-2, RIPA-G:2, SCATBI, SCCAN, ALPS, BNT, BDAE-3
- Administer clinical bedside swallow evaluations and observe modified barium swallow studies to determine safest PO intake
- Perform dysphagia therapy exercises in conjunction with a VitalStim certified therapist
- Evaluate and train patients requiring speech-generating devices, as well as programming them according to patients' needs
- Collaborate with doctors, nurses, physical therapists, occupational therapists, and social workers to determine most appropriate care delivery strategies
- Provide in-service training to staff regarding treatment approaches for aphasia
- Use computerized systems to document patient progress

Speech by the Beach, LLC. | Linwood, NJ
Graduate Student Clinician – 05/2019 to 08/2019

- Implemented speech and language therapy for children ages two to nineteen with speech and language deficits
- Administered evaluations using PLS-5, CELF-P:2, CASL-2, GFTA-3
- Conducted articulation therapy in concurrence with a PROMPT certified therapist
- Used a multidisciplinary team approach to ensure clients' goals are met
- Gained experience with providing appropriate CPT and ICD-10 codes after each evaluation

Arthur Rann Elementary School | Galloway, NJ
Graduate Student Clinician – 09/2018 to 04/2019

- Managed a caseload of 55 children grades pre-k through 6th
- Designed and delivered individual and group therapy to children diagnosed with articulation disorders, language disorders, fluency disorders, phonological disorders, childhood apraxia of speech, Down syndrome, autism spectrum disorder, pragmatic deficits, and hearing loss
- Evaluated students using CELF-5, TOLD-P:4, LAT, TOCS
- Conducted treatment with children requiring assistance of communication devices
- Assisted in IEP goal development and provided professional input determining student progress

Pomona Preschool | Pomona, NJ
Graduate Student Clinician – 09/2018 to 04/2019

- Utilized a variety of standardized assessments to conduct comprehensive diagnostic evaluations: TELD-4, CELF-P:2, PLS-5
- Constructed diagnostic and treatment reports to support evaluation findings

REFERENCES

- Susan Spiegel, M.S., CCC-SLP: Supervisor at Bacharach Rehabilitation (609) 318-3725
- Jessica Peller, M.S., CCC-SLP: Supervisor at Speech by the Beach, LLC. (609) 703-6741
- Crystal Riotta, M.S., CCC-SLP: Supervisor at Galloway Township Schools (609) 703-6966

Linda Kessler

Graduate student clinician with experience in performing assessments, IEP development, and creation of treatment plans. Compassionate professional with proven ability to succeed with school-age children, treating complex disorders, and coordinating compliant records. Demonstrated ability to develop relationships with families and colleagues to establish holistic care plans. Proactive leader capable of managing competing deadlines within limited budgets and contracting programs. Emerging speech-language pathologist seeking the right role with potential for continued career growth.

Speech-Sound Disorders | Language Disorders | Autism Spectrum Disorder | Early Intervention | Alternative and Augmentative Communication (AAC) | Developmental Disorders | Rehabilitation Critical Thinking | Strategic Planning Leadership | Budgeting | Communication

Clinical Experience

SLP Clinical Externship (June 2018-August 2018)

HealthSouth Rehabilitation Hospital, Concord, NH

- Conducted Clinical Bedside Swallowing Assessments for patients in short-term, intensive rehabilitation settings
- Conducted dysphagia treatment for patients with swallowing disorders, including recommendations about upgrading patients based on National Dysphagia Diet recommendations
- Conducted dysphagia assessments utilizing pulse oximetry and cervical auscultation to rule out aspiration and silent aspiration
- Conducted assessment and treatment for clients with cognitive-communication disorders including administering the Montreal Cognitive Assessment and other cognitive-linguistic assessments
- Conducted assessment and treatment for clients with aphasia including pertinent sections of the Western Aphasia Battery
- Conducted assessment and treatment for clients with dysarthria, including teaching compensatory strategies involving rate, pacing, articulation and respiration
- Conducted assessment and treatment for clients with voice disorders including utilizing instruments such as the VisiPitch
- Counseled clients and families regarding diagnosis
- Educated patients and families regarding therapy post-CVA
- Experience with assessment and treatment utilizing Functional Independence Measure scores

SLP Clinical Externship (Jan. 2017- May 2017)

Milford Public Schools, Milford CT

- Conducted an average of 30 assessments of clients with varying communication delays or disorders as part of overall treatment process.
- Performed an average of 35 treatment sessions per week for Pre-K through 5th grade clients.
- Assisted in an average of 40 patients as part of overall caseload of 50.
- Assisted in the preparation of at least 10 standard-referred individual education plans (IEP) as part of a cross-functional team while supporting ongoing progress of students.
- Completed progress notes as part of the treatment plan and promptly enter into system.
- Communicated regularly with teachers and service providers to provide a network of strategy and support for clients while monitoring overall progress.
- Assessed and treated patients with impairments in speech, language, and cognition.
- Developed and implement individualized and group therapy for pre-school and elementary students with language delays, articulation disorders, and autism spectrum disorders.
- Provided indirect intervention and consultative services to teams, teachers, and parents.

SLP Clinical Externship (August 2016 – December 2016)*West Haven Public Schools, West Haven CT*

- Evaluated and observed an average of 40 clients transitioning from birth-to-three settings in preschool.
- Completed diagnostic reports utilized in planning and placement meetings to serve clients effectively while providing holistic support.
- Assisted in site-based and special education duties to support literacy goals as requested.
- Developed relevant goals for client treatment as part of overall treatment plan.
- Assisted in clinical decision making as part of the overall planning team comprised of 5 people including the school administrator, school psychologist, and birth-to-three team.
- Maintained accurate data of session objectives to accurately assess client progress.
- Reported clinical outcomes and made recommendations to families to support progress.
- Provided pre-referral consultations at the request of teachers and families.

SLP Clinical Internship (Summer 2016)*Western Kentucky Communication Disorders Clinic, Bowling Green KY*

- Utilized dynamic assessments as well as CAAP-2 standardized assessments during overall evaluation of clients.
- Managed individual caseloads of approximately 7 patients that included creating assessment and treatment plans for all clients, and maintaining all progress notes.
- Coordinated communication to family related to assessment outcomes and recommended treatment.
- Supported a client-first environment while fostering an open dialogue enabling collaboration to support the client in their progress.
- Utilized excellent communication skills to synthesize complex diagnosis and treatment plans to families of diverse socio-economic backgrounds.

Professional Experience**Coordinator-Faculty Development & Support***University of New Haven (Sept. 2017 – Present)*

- Chief administrator for all departmental issues as part of final stage of Education program closure.
- Support Provost and Associate Provost Office with special projects as part of regular responsibilities.
- Primary contact/coordinator for all state authorization requirements for online learning.
- Primary support/project coordinator for offices of eLearning, Study Abroad, and Service Learning.
- Assist/support/advise Associate Provost for in matters related to faculty training and support.
- Admissions and technical lead for all programs within Study Abroad office.
- Coordinator for Community Work Study program utilizing federal funding.

Department Administrator & Certification Officer*University of New Haven (2014 – 2017)*

- Chief administrator for all departmental issues, budget management, and associated tasks
- Responsible for all aspects of the administration of the state teacher certification process within department
- Member of the department admissions review/decision committee and 4+1 Pre-education advisor
- Responsible for thorough evaluation of all candidates including transcript review, accurate GPA calculation and candidate recommendation
- Primary graduation advisor for all students including approving course waivers, substitutions and approval of graduate degree candidates and student advising
- Solely responsible for data collection, assessment, and submission of federal Title II reports for teacher preparation programs

Assistant Director of Graduate Admissions & Recruitment, University of New Haven (2011 – 2014)**Graduate Admissions Counselor, University of New Haven (2009 – 2011)****Library/Executive Assistant, University of New Haven (2007 – 2009)****Awards:***Staff Excellence Award, University of New Haven (2012, 2017)***Technology:**

Word, Excel, PowerPoint, Access, Epic, Proloquo2Go, IEP Direct

Assessments:

Clinical Assessment of Articulation and Phonology-2 (CAAP-2); Goldman Fristoe Test of Articulation-3 (GFTA-3); Preschool Language Scale-5 (PLS-5); Dynamic Assessment; Formal Hearing Screenings; Clinical Evaluation of Language Fundamentals-5 (CELF-5), Montreal Cognitive Assessment, Cognitive-Linguistic Assessment

Conditions Treated: Autism Spectrum Disorder (verbal and non-verbal); voice disorders; language disorders; articulation and phonological disorders; cognitive disorders; selective mutism; hearing impairment including profound deafness with cochlear implant; language delays; alternative/augmentative communication device users; social communication disorders

Certifications: Speech-Language Pathologist (#061), Connecticut (Anticipated 8/31/18)

Education

Master of Science: Speech-Language Pathology (Anticipated 8/31/18)

Western Kentucky University, Bowling Green, KY

Relevant Coursework: Clinical Observation, Neurology for SLP, Early Intervention, Phonology, Dysphagia, Cognitive Linguistic Disorders, Language Disorders, Aphasia, Dysfluency

Master of Science: Education (2014)

University of New Haven, West Haven CT

Relevant Coursework: Classroom Management, Contemporary Issues, Early Literacy in Elementary School, Measurement, Assessment & Evaluation, Educational Psychology, Human Growth & Development

Bachelor of Arts: Music (2007)

University of North Carolina, Wilmington NC

Concentration: Vocal Performance

CAREER INTENT:

Speech-Language Pathologist -CCC

EDUCATION:

UNIVERSITY OF CINCINNATI, Cincinnati, OH August 2014
Will graduate with Master of Arts – Speech Language Pathology

TOURO COLLEGE, Brooklyn, NY August 2012
Bachelor of Science – Speech and Hearing Science

BNOS CHAVA TEACHER'S SEMINARY, Jerusalem, Israel 2009-2010
Completed college-level courses in Judaic studies

SUMMARY OF QUALIFICATIONS:

- ◆ Strong knowledge of field of Speech-Language Pathology with experience working with children and adults.
- ◆ Experienced in evaluating and treating Patients with various communication disorders with etiologies of stroke, Alzheimer's, schizophrenia and dementia.
- ◆ Trained in identifying speech-language issues as well as their causes and recommending treatment and prevention methods.
- ◆ Proven ability to coordinate with teachers, administrative faculty members and other therapists in administering services.

LICENSES AND CERTIFICATION:

- ◆ Passed the Praxis II Examination in Speech Language Pathology March 2014

CLINICAL EXPERIENCE:

CURRENT SLP AT WATERBURY PUBLIC SCHOOLS THROUGH EBS 2014-Present

YAD SARA ADULT REHABILITATION CENTER, Jerusalem, Israel Summer 2014

Speech Internship

- ◆ Assessed current levels of functioning, implemented treatment, and monitored progress in adult and geriatric clients with aphasia, apraxia, dysarthria, voice disorders, brain injury, dysfluency, cognitive deficits, and swallowing disorders
- ◆ Became familiar with various neurological and degenerative diseases and disorders
- ◆ Programmed Augmentative and Alternative Communication (AAC) devices for patients and educated them on their use
- ◆ Participated in goal creation, treatment planning, and daily progress notes

SULAM SPECIAL EDUCATION PRESCHOOL, Jerusalem, Israel Fall-Spring 2014

Speech Internship

- ◆ Assessed current levels of functioning, implemented treatment, and monitored progress in special needs pre-school aged children with articulation, language, fluency, and social communication difficulties
- ◆ Collaborated with teachers to address their student's speech and language goals in the classroom
- ◆ Administered various standardized tests and participated in goal creation and treatment planning
- ◆ Completed daily progress notes, assessment reports and summary of treatment reports

- ◆ Became familiar with the policies and procedures of a preschool setting

EBS 18

SHIRAT MIRIAM PRESCHOOL, Jerusalem, Israel

Summer 2013

Speech Internship

- ◆ Assessed current levels of functioning, implemented treatment, and monitored progress in children ages 2-6 with articulation, language, and fluency difficulties
- ◆ Provided training to teachers on how to address their student's speech and language goals in the classroom
- ◆ Administered various standardized tests and participated in goal creation and treatment planning
- ◆ Completed daily progress notes, assessment reports and summary of treatment reports
- ◆ Became familiar with the policies and procedures of a preschool setting

WORK EXPERIENCE:

TORAH ACADEMY FOR GIRLS PRESCHOOL, Far Rockaway, NY

2010-2012

Teacher's Assistant

- ◆ Preschool Assistant for 3-5 year old girls in a private school setting
- ◆ Responsibilities included being on premises 7 hours each day and assisting teacher as needed
- ◆ Substitute teacher when necessary
- ◆ Became familiar with the policies and procedures of a preschool setting

REFERENCES:

Faige Biron, M.A., CCC-SLP
Coordinator, TTI-University of Cincinnati
Israel Master's Program
(952)-960-4649/fbiron@bezeqint.net

Raizy Kessler, M.S., CCC-SLP, Reg. ASHA
Yad Sara Rehabilitation Center- Supervisor
(011)9722-502-5071/raizykess@gmail.com

Chana Rifkie Feigenbaum, M.S., CCC-SLP, Reg. ASHA
Shirat Miriam Preschool- TTI Supervisor
(732)-730-7574

Chana Wakszul MA, CCC - SLP

Presented by EBS

Professional Summary:

I am a Speech Language Pathologist who has worked extensively with preschool, elementary and middle school students with a variety of Speech and Language impairments. I am skilled in conducting speech and language assessments, with expertise in creating evidence based goals and implementing these goals through therapy sessions, staff communications and parental counseling. I am an organized problem solver who has the ability to adapt to ever-changing caseloads and increased workload demands.

Professional Experience:

E.B.S Healthcare – Waterbury, CT *Speech Language Pathologist* August 16-Present
District based Speech Pathologist for elementary and middle school including Special Education and Speech Only clients in an urban general education environment. Responsibilities included evaluation/treatment and documentation of students with speech and language impairments

E.B.S Healthcare – Bridgeport, CT *Speech Language Pathologist* Nov 15 – March 16
District based Speech Pathologist for elementary and middle school including Special Education and Speech Only clients in an urban general education environment. Responsibilities included evaluation/treatment and documentation of students with speech and language impairments.

Hillside B.O.E – Hillside, NJ *Speech Language Pathologist* Sept. 11 – June 15
District based Speech Pathologist for students in K-8th grade including Special Education and Speech Only clients. Aside from assessment and treatment of speech and language delays, responsibilities include serving as case manager of all Speech only files, in service educator training, and the implementation of PECS and ABA structured learning. Areas addressed were a variety of impairments including but not limited to articulation and fluency disorders, language delays, selective mutism, autism, and cognitive impairments.

E.B.S Healthcare - Passaic, NJ *Clinical Fellowship* Sept. 10 - June 11
School based program for children ages 3-12 with a variety of impairments, such as PDD, autism, stuttering, articulation disorders, language impairments, and social difficulties. Responsibilities include assessment and treatment of speech and language delays, writing IEPs and collaboration with teachers and parents.

Education:

University of Cincinnati: M.A. *Speech Language Pathology* June 07 - June 09

Touro College: B.S. *Speech Language Pathology* Sept. 04 - June 07

Certifications & Licenses:

Member of American Speech-language-Hearing-Association (ASHA)

- New York
- New Jersey
- Connecticut

Lindsay Zissis, M.S., CCC-SLP

| | |
|--|--|
| EDUCATION | <p>Adelphi University, Garden City, NY Bachelor of Science in Communication Sciences and Disorders, May 2014 GPA: 3.95</p> <p>NEW YORK UNIVERSITY, New York City, NY Master of Science in Speech Language Pathology, December 2016 GPA: 3.5</p> |
| Coursework <i>International</i> | <p>Global Problem Solving, Kabul, Afghanistan Social Media and Human Rights, Western Sahara Refugee Camp, Morocco Dysphagia in Children and Adults; Multicultural and Professional issues in CSD, Lund, Sweden</p> |
| CSD | <p>Scientific and Professional Writing in CSD, Ethics in Counseling, Current Issues in CSD, Adolescent Development: Theory and Research, Critical Evaluation of Research in CSD, Neuroanatomy and Physiology/ Communication, Motor Speech Disorders, Neurogenic Speech Disorders in Children, Dysphagia in Children and Adults, Hearing Loss Rehabilitation, Multicultural and Professional Issues in CSD, Language Development and Disorders in School-Aged Children, Voice Disorders, Speech Science</p> |
| Interdisciplinary | CSD/OT Multicultural Competency |
| HONORS | <p>Summa Cum Laude (2014) Kappa Delta Pi, National Education Honor Society (2013-2014) Dean's List (2011-2014) Levermore Global Scholar (2011-2014)</p> |
| AWARDS | <p>President's Volunteer Service Award Parent Association Senior Award Recipient (2014) Dean's Award (2011-2014) Student Activities Board Leadership Recognition Award (2011-2014)</p> |
| RESEARCH <i>Publication</i> | <p>"The Communicative Breakdown of Schizophrenia: Speech and Language Impairments through a Multidimensional Approach"</p> <ul style="list-style-type: none"> Adelphi University Research Conference Award recipient (2014) Published in <i>The Journal for a Changing World</i> (2014) |
| Colloquium | <p>Dr. Diana Sidtis, New York University; Novel sentences Dr. Ben Munson, University of Minnesota; Adults' perception of speech shapes phonological acquisition Dr. Lisa Edmonds, Columbia University; Verb networking for aphasia Dr. Anders Lofqvist, Lund University; Motor control: lip variability Dr. Margareta Bulow, Lund University; Bolus factors influencing dysphagia Dr. Olle Ekberg, Lund University; Bolus factors influencing dysphagia Dr. Kristina Hansson, Lund University; L1 in Swedish speaking children Dr. Johan Sundberg, KTH Royal Institute of Technology; Voice reading</p> |
| EXPERIENCE <i>Current Position</i> | <p><i>Speech Language Pathologist</i> Waterbury Public Schools, Waterbury, CT (April 2018-Present) The Speech Pathology Group, Shelton, CT (November 2018-Present)</p> |
| Past Position | <p><i>Speech Language Pathologist</i> Wallingford School District, Wallingford, CT (Feb 2018-March 2018) Oakland Unified School District, Oakland, CA, (Feb 2017-Dec 2017)</p> <ul style="list-style-type: none"> Review IEPs and create an intervention plan for school aged children with various developmental and intellectual disabilities Communicate openly with caregivers about facilitative communication strategies and protocols to promote language acquisition Collaborate with allied services to provide best care |

- Conduct language and articulation evaluations to generate appropriate intervention plans regarding evidence based practice procedures

Clinical Practicum**Graduate Speech Pathology Clinician****HASC- The Hebrew Academy for Special Children**, Brooklyn, NY, (Sept 2016–Dec 2016)

- Review IEPs and create an intervention plan for elementary aged children with various developmental and intellectual disabilities
- Communicate openly with caregivers about facilitative communication strategies and protocols to promote language acquisition
- Construct augmentative/alternative communication devices for children (i.e. low tech, Proloquo)
- Conduct language and articulation evaluations to generate appropriate intervention plans regarding evidence based practice procedures

UConn Health, West Hartford, CT, (May 2016–Sept 2016)

- Provide comprehensive diagnostic evaluations assessing psychosocial, sensorimotor, linguistic, and cognitive subsystems
- Conduct diagnostic evaluations of current verbal/nonverbal, voice, and feeding abilities
- Synthesize acoustic, aerodynamic, and perceptual data to formulate appropriate diagnoses
- Develop and execute individualized therapeutic plans for functional communication with TEPs and safe swallowing management
- Implement individual therapy plans for clients diagnosed with head and neck cancer
- Ongoing education of speech-language impairments and the projected course of therapeutic intervention

New York University Speech-Language-Hearing Clinic, New York, NY, (September 2015–Dec 2016)

- Provide comprehensive diagnostic evaluations assessing psychosocial, sensorimotor, linguistic, and cognitive subsystems
- Development and execution of individualized therapeutic plans collaboratively with clients, family, and caregivers
- Ongoing education of speech-language impairments and the projected course of therapeutic intervention
- Administer speech and language screenings and assessments to pediatric and adult populations
- Serve as a mentor to fellow graduate clinicians in pre-clinical practicums

Terence Cardinal Cooke, New York, NY, (September 2015–December 2015)

- Conducted diagnostic evaluations of current linguistic, nonlinguistic and feeding abilities
- Developed and executed individualized therapeutic plans for functional communication
- Counseled residents and family about progress and prognosis of Huntington's disease and secondary symptoms
- Provided feeding therapy and educated allied professional of safe eating strategies
- Implemented individual and group therapy with colleagues
- Developed personalized AAC devices to facilitated communication

Mount Sinai Beth Israel Medical Center, New York, NY (October 2015)

- Observed Modified Barium Swallowing evaluation under the supervision of Dr. Cathy Lazarus
- Analyzed evaluations and created reports based on results
- Formed recommendations for diet modifications and swallowing strategies

ORGANIZATIONS

American Speech Language Association (2011–Present)
National Student Speech Language Hearing Association (2011–Present)

SKILLS

Languages: Knowledge of Spanish, Intermediate knowledge of American Sign Language **Computer:** PRAAT, Computerized Speech Lab (CSL), Proficient in MS Office and Mac Operations **Exhibition:** International Traveling Body Map-Woodstock Artists Association and Museum

CERTIFICATION

American Speech-Language Hearing Association Clinical Competence for Speech-Language Pathologists, Occupational Safety & Health Administration (OSHA), Fingerprinted by the Boards of Cooperative Educational Services: Nassau, Modified Barium Swallowing Impairment Profile-Student Reliability Zone, Health Insurance Portability and Accountability Act (HIPAA), Identifying and Reporting Child Abuse and Maltreatment Workshop, School Violence and Prevention and Intervention Workshop, University Committee on Activities Involving Human Subjects

LICENSURE

California #11354
Connecticut #5567

Nechi Lehrman

41 Yates Avenue
Waterbury CT 06710

Education

Nova Southeastern University, Fort Lauderdale FL

Master of Arts, Speech-Language and Communication Disorders, Graduation: June 2015. GPA: 3.6

Touro College, Brooklyn NY Bachelors of Arts, Speech-Language and Communication Disorders, June 2011. GPA: 3.57

Bnos Chava Teachers Seminary, Jerusalem IS Prerequisite course work and Judaic Studies, June 2009,

EBS Healthcare, Inc.

Contracted SLP-CCC with Waterbury Public Schools
August 2015 - Present

Clinical Practicum Externship Experience

Maple Hill, Hop Brook Elementary Schools, Central Avenue Preschool, Naugatuck CT

Clinical Student: January 2015- April 2015

Supervisors: Tiffany Valby M.S. CCC-SLP, Asha certified

Samantha White- Leach M.S. CCC-SLP, Asha certified

- Performed formal and informal evaluations in the areas of speech and language in a public school setting for preschool- grade 4 children. Included where many children on the autism spectrum.
- Created, planned and implemented lesson plans, and recorded progress.
- Provided individual and group treatment focusing on articulation, language, and social communication.
- Utilized and created therapy materials to accommodate each student's needs and facilitate success in accomplishing their goals.

Abbot Terrace Health Center, Waterbury CT

Clinical Student: September 2014- December 2014

Supervisor: Bethney Bandola M.S. CCC-SLP, Asha Certified

- Performed formal and informal speech and language evaluations and provided treatment accordingly to a variety of adult patients within a skilled nursing facility
- Complete diagnostic bedside evaluations, and followed with recommendations for diet changes.
- Write SOAP notes

Swift Middle School- Watertown CT

Clinical Student: September 2014- May 2014

Supervisor: Beth Wolf, M.S. CCC-SLP, Asha certified

- Developed treatment and behavioral objectives for children with communication disorders and developmental delays.
- Provided speech/language therapy and diagnostic evaluations for children ages 10-14 with mild to profound communication disorders.
- Collected data on client progress

Work Experience

Yeshiva K'tana of Waterbury, Waterbury CT, September 2011-June-2014

- Teacher for children age 2
- Implemented lesson plans and used creative techniques to teach Jewish holidays, community helpers, and colors.
- Supervised children during social time such as lunch and recess
- Interfaced with parents

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Work Experience

- 2018-12/019 **Heartspring: Speech Language Pathologist in Pediatric Outpatient Care.** Heartspring, located in Wichita, Kansas, is a non-profit, worldwide center for children with special needs, including autism spectrum disorder and multiple disabilities. <https://www.heartspring.org/>. Approximately 80% caseload on the Autism Spectrum Disorder.
- 2009-Current **Screen Actor's Guild (SAG): Performing Artist.** Current member of the national actors' union. Worked on national commercials, theatre, and television programs as an actress, dancer, and singer in New York City, Los Angeles, and Kansas City.

Continuing Education

- 2019 Wrights Law Special Education Law and Advocacy Conference
2019 AAC Summit Conference
2019 Feeding Therapy: It's Not Just About Swallowing

Education

- 2018 **The University of Kansas**
- Master of Arts Degree in Communicative Disorders
 - GPA 3.91
 - Relevant Coursework: Augmentative and Alternative Communication (AAC), AAC and Literacy, AAC in the Schools, Dysarthria/Apraxia, Dysphagia, Language Disorders in School Aged Children, Language Disorders in Special Populations, Reading Disorders, Phonatory Disorders.

Clinical Experience

Graduate Clinician, Schiefelbusch Clinic, Lawrence, KS

- Provided intervention to clients with complex communication needs aged 6 to 26 years through individual and group therapy sessions
- Programmed and implemented intervention with high-technology speech generating AAC devices (e.g., Tobii Dynavox, Prentke Romich Company, and iPads with Proloquo2go)
- Documented and maintained daily intervention notes, progress, and final reports for clients

Graduate Clinician, Speech-Language Hearing Clinic, University of Kansas Medical Center, Kansas City, KS

- Pediatric Diagnostics: conducted assessments for children aged 17 months to 18 years of age
- Adult Diagnostics: assessed the communication abilities of adults' with complex communication needs, Aphasia, and cognitive impairments
- Individual Therapy: implemented expressive & receptive language therapy for a bi-lingual client

Graduate Clinician, Seratoma-Schiefelbusch Communication Camp, Lawrence, KS

- Delivered language, social skill development, and articulation therapy to clients with complex communication needs through fun and interactive group activities
- Collaborated with clinicians to develop and plan daily camp activities and field trips

Graduate Clinician, Schiefelbusch Clinic, Lawrence, KS

- Applied daily, high-intensity therapy to a client with an articulation disorder
- Collaborated with the fellow speech language pathologist to implement therapy for a client with Aphasia through AAC

Graduate Clinician, Shawnee Heights School District 450, Tecumseh, KS

- Provided intervention to students aged 3 to 5 years of age in the general education classroom and home services
- Assessed and screened children to determine eligibility for speech and language services
- Collaborated with fellow professionals in IEP meetings to develop intervention plans

Graduate Clinician, Stormont Vail, Topeka, KS

- Evaluated and treated patients with speech, language, and swallowing impairments in an acute care setting

Research

- 2018 *Augmentative and Alternative Communication and Telepractice in Peru.* The thesis explores the development and implementation of low technology augmentative and alternative communication boards through telepractice in under represented populations (i.e., rural communities and developing nations). This descriptive study documents the development and implementation of low-technology AAC boards in Peru and conducts maintenance sessions through telepractice.

Presentations

- 2020 **Assistive Technology Industry Association (ATIA) Conference, Orlando, Florida**
- Projected Presenter. *AAC – This is not a Test*
- 2019 **Association for the Advancement of Assistive Technology in Europe (AAETE) Conference, Bologna, Italy**
- Presenter. *The Assessment, Development, and Implementation of Low and High Technology Augmentative and Alternative Communication (AAC) Systems*
- 2019 **Kansas Speech Language Hearing Association (KSHA), Topeka, KS**
- Presenter. *AAC – This is not a Test*
- 2018 **American Speech-Language-Hearing Association (ASHA) National Conference, Boston, MA**
- Poster presenter. *Augmentative and Alternative Communication and Telepractice in Peru*
- 2017 **American Speech-Language-Hearing Association (ASHA) Connect Conference, New Orleans, LA**
- Poster presenter. *Supporting AAC in the Classroom*
- 2017 **Kansas Speech Language Hearing Association (KSHA), Overland Park, KS**
- Poster presenter. *Supporting AAC in the Classroom*

Grant

Grant recipient on the Augmentative and Alternative Communication in the Schools (ACTS). ACTS is a collaborative project preparing graduate students to work with general education teachers and families on behalf of children who use augmentative and alternative communication. Scholars are provided a two-year collaborative field experience with a student who uses AAC in the general education classroom. The scholar additionally takes 9 courses specific to AAC.

Volunteer Service

- 2017 **Centro Ann Sullivan del Peru (CASP) Lima, Peru:** Developed and implemented low-technology AAC boards for students. Trained staff and families on assessment and intervention procedures for AAC.
- 2017 **Vision Clinic Screenings, Salina, KS:** Assisted Dr. Linda Lawrence in vision screenings for children with developmental impairments.
- 2015-2016 **Language Acquisition Preschool:** Assisted in the language acquisition pre-school program at the University of Kansas with children aged 3-5 years of age.
- 2014 **Autism Climbers Foundation, Los Angeles, CA:** Volunteered with a child with autism. Implemented natural play therapy into his life to promote language and social skill development.
- 2014-2015 **Reading to Kids Program, Los Angeles, CA:** Promoted reading skills to children aged 5-10 years in Los Angeles elementary schools.
- 2012 **Centro Ann Sullivan del Peru (CASP) Lima, Peru:** Assisted ophthalmologists in providing humanitarian aid (e.g., vision screenings) to children with complex communication disorders.

Jesse Smith

Presented By EBS

OBJECTIVE

- To obtain a full-time speech-language pathology position in a diverse setting that allows me the opportunity to utilize my education and experiences in early, primary and secondary education.

EDUCATION AND CERTIFICATION

M.A. | MAY 2016 | THE UNIVERSITY OF KANSAS

- Intercampus Program in Communicative Disorders
Speech-Language Pathology

B.A. | MAY 2014 | INDIANA UNIVERSITY

- Major: Speech and Hearing Sciences
McNair Scholarship

CLINICAL EXPERIENCE

Speech-Language Pathologist Clinical Fellow | Colony Middle School/Shaw Elementary/Wasilla Next-Step | August 2016 – Present

- Developed lesson plans for individualized and group therapy for children in primary and secondary schools with speech-language disorders
- Consulted and Collaborated with teachers, OTs and PTs in the process of developing and implementing therapy
- Provided push-in services
- Conducted formal and informal Assessments including ADOS-2, CASL, OWLS II, TOPL, PLS-5 and GFTA 3
- Conducted Early Childhood Developmental Screenings

Field Study | Tecumseh North Elementary School | January 2016 – May 2016

- Provided intervention to children from preschool to 5th grade for articulation, phonology, social skills, AAC and fluency
- Conducted evaluations including but not limited to GFTA 2, PPVT, TOLD-I:4 and CELF

Field Study | Ross Elementary School | October 2015-December 2015

- Provided intervention to preschool and elementary school children for articulation and language
- Conducted screenings for children 3 to 6 years of age using DIAL – 4

Student speech-language pathologist | The University of Kansas Medical Center | June 2015 – August 2015

- Provided intervention to adults with Aphasia in a group setting
- Conducted language assessments for children from ages 3 to 17 (PLS-5, GFTA2, PPVT and OWLSII)
- Conducted assessments for clients with cleft palate with a team that included a surgeon, occupational therapists, physical therapists and social workers, for clients with cleft palate

Student speech-language pathologist | The University of Kansas | January 2015 – May 2015

- Provided intervention to preschool children for language and articulation in a classroom setting as well as developed and implemented lesson plans for a social thinking group in a clinical setting
- Conducted evaluations using Contextual Probes of Articulation Competence (CPAC)
- Analyzed social and pragmatic skills using the Social Interactive Coding System (SICS)
- Assessed language skills of preschool and school-aged children using the Systematic Analysis of Language Transcripts software (SALT) to develop an appropriate intervention plan and determine progress

Student speech-language pathologist | The University of Kansas | August 2014-December 2014

- Provided intervention services in both individual and group settings for language, articulation and social skills ages 8 to 11 at an elementary school in Oskaloosa KS and Schiefelbusch Clinic in Lawrence, KS

Student speech-language pathologist | Culturally Responsive Early Literacy Instruction Grant | August 2014 - May 2015

- Developed and implemented culturally responsive literacy units to Native American preschoolers

LICENSURE AND CERTIFICATION

- Alaska Type-C teacher certification for related service providers
- Connecticut State License (pending)
- Connecticut Teacher Certification (pending)

ADDITIONAL TRAINING AND EXPERIENCE

Speech/Language Therapy and Evaluation of /R, sh, ch/ Phonemes

- reviewed current evidence-based practices in differential diagnosis and treatment of the 32 /r/ phonemes in addition to /sh,ch/

Autism Diagnostic Observation Schedule-Second Edition (ADOS-2) Training

- practiced scoring and observed the administration of ADOS-2 a gold standard assessment instrument used to assess and diagnose Autism, focused primarily on modules 1-4

Picture Exchange Communication System (PECS) Level 1 Training

- Attended a two day training to learn about the theory and protocols for appropriately implementing the six phases of PECS

Scholar, Culturally-Responsive Early Literacy Instruction

- A personnel preparation grants focusing on providing scholars with experiences in early literacy and serving Native American communities. Collaborated with educational entities serving NA children (Potawatomi Prairie Band, Haskell Little Nations)

Student Researcher, McNair Scholars Program

- Conducted independent research under the supervision of Dr. E. Alant, *Teachers' Descriptions of Lumbee Preschool Children's Communication Abilities*; with the auspices of the McNair scholarship.

Research Assistant

- Dr. Erna Alant; literature searches, editing, and scheduling

Video Recorder and Film Editor

- Title of project: *Communication Interactions between Users of AAC and Their Favorite Interaction Partners*. The aim of the study was to record natural interactions between users of AAC and their favorite communication

partners in an attempt to better understand, the strategies used by users of AAC and their partners in interactions.

RESEARCH/PRESENTATIONS

- ASHA Convention, Denver, CO 2015
Oral Presentation titled: Culturally Responsive Early Literacy Instruction (CRELI)
American Indian/Alaska Native Community Research Forum (CRF) Pow-Wow
sponsored by American Indian Health Research Education and Alliance (AIHREA) , Prairie Band Potawatomi
- Poster Presentation titled: Maternal-Infant Bonding for AI/AN families 2015
- McNair Annual Conference, Boston, MA 2014

AWARDS

- Ronald E. McNair Post-Baccalaureate Achievement Program 2013

CONFERENCES

- AKSHA Convention 2017
- ASHA Convention 2015
- Indiana University Undergraduate Research Conference 2013
- ASHA Convention 2013

TRAININGS

- Pyramid Model: Functional Communication for Non-Verbal Learners 2018
- ABA Hands-On training 2017
- Management of Swallowing Disorders in School 2017
- Picture Exchange Communication System: Transitioning to Speech Generating Devices 2017
- Picture Exchange Communication System (PECS) 2016

MEMBERSHIPS

- Member, NSSLHA 2013-2016
- Mentee, S.T.E.P Student to Empowered Professional Mentoring 2014 - 2016
- Member, AAC-in-Action (Augmentative Alternative Communication) The purpose of this group is to promote and conduct interdisciplinary research and training in the application and use of communication technology for people with severe communication problems. 2014-2015

Elizabeth S. Berger

Presented by EBS

| | |
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| OBJECTIVE | To obtain a clinical fellowship in speech-language pathology in a clinical or educational setting to develop the expertise in diagnosing and treating speech, language, cognitive-communication, voice, and feeding and swallowing disorders and in advocating for these as a healthcare professional. |
| EDUCATION AND RELEVANT COURSEWORK | <p>Teachers College, Columbia University, New York, NY <i>M.S., Communication Sciences and Disorders, May 2019 (In progress)</i></p> <ul style="list-style-type: none"> • Articulation Disorders (Completed December 2017) • Language Disorders in Children (Completed December 2017) • Literacy Development (Completed December 2017) • Assessment and Intervention of Dysphagia (Completed May 2018) • Neuropathology of Speech (Completed June 2018) • Cognitive Disorders (Completed December 2018) • Voice Disorders (Completed December 2018) • Diagnostic Methods and Practice in Speech-Language Pathology (Completed December 2018) • Communication Disorders in Bilingual Children (Completed December 2018) <p>Tufts University, Medford, MA <i>B.A., Child Development, Magna Cum Laude, High Thesis Honors, May 2017</i></p> <ul style="list-style-type: none"> • Intellectual Development (Completed May 2015) • Development of Language (Completed December 2015) • Bilingual Studies in the United States (Completed December 2016) • Developmental Disorders in Language and Literacy (Completed December 2016) |
| CERTIFICATIONS AND MEMBERSHIPS | <p>National Student Speech-Language Hearing Association (NSSLHA) <i>Member, September 2017 – Present</i></p> <p>MBSImp Student Training <i>May 2015 (In progress)</i></p> |
| FOREIGN LANGUAGES | Basic Proficiency in Hebrew and Spanish |
| CLINICAL EXPERIENCE | <p>Bloomington Family Program, Head-Start Preschool, Manhattan, NY <i>Student Clinician and Intern, January 2019 – May 2019 (In progress)</i></p> <ul style="list-style-type: none"> • Planned and executed individual and group intervention for monolingual and multilingual preschool- children with speech delays and disorders, language delays, and vocabulary delays. • Presented on children's progress in therapy on an ongoing basis both to a supervisor and a fellow clinician • Gained experience in gathering information from other educational professionals to inform children's speech, language, and communication concerns. <p>Edward D. Mysak Clinic for Communication Disorders, Manhattan, NY <i>Student Clinician, Diagnostic Team, September 2018 – December 2018</i></p> <ul style="list-style-type: none"> • Planned and executed evaluations for clients across various age groups and speech and language concerns • Administered standardized and dynamic assessment materials to gain insight into speech and language concerns • Conducted oral-motor and swallowing evaluations to inform motor, motor-speech, and swallowing concerns • Worked with fellow clinicians in discussing client needs following the evaluation • Gained experience in working with client caretakers, including caretaker interviews and discussions for ongoing treatment <p>The Shield Institute, Preschool and School Programs, Flushing, NY <i>Student Clinician and Intern, May 2018 – August 2018</i></p> <ul style="list-style-type: none"> • Planned and executed individual and group intervention for preschool- and school-aged children with language and communication disorders |

- Programmed AAC devices according to individual needs
- Presented on intervention tools to fellow clinicians
- Specific areas of expertise include autism spectrum disorder, Down syndrome, and chromosomal monosomy 18p

Edward D. Mysak Clinic for Communication Disorders, Manhattan, NY

Student Clinician, Saturday Aphasia Group, July 2018 – May 2019 (In progress)

- Planned and executed intervention for adult clients with aphasia (Broca's, Wernicke's, and global) in group sessions.
- Educated patients and their families about strategies used in sessions, and made recommendations for at-home generalization strategies and/or usage of a communication device

Adapt Community Network, Brooklyn Day Habilitation 6 Site, Brooklyn, NY

Student Clinician and Intern, October 2018 – January 2019

- Planned and executed individual intervention for adult individuals with speech, language, and communication disorders
- Programmed AAC devices according to individual needs
- Monitored food preparation and feeding for adult individuals with dysphagia

Edward D. Mysak Clinic for Communication Disorders, Manhattan, NY

Student Clinician for Individual Client, February 2018 – May 2018

- Planned and executed intervention for articulation disorder and academic weakness in individual sessions for elementary-school-aged client.
- Gained experience in working with an interpreter for interacting with parents with limited English proficiency

**RELATED
EXPERIENCE**

Teachers College Community School, Manhattan, NY

Assistant to the After-School Program Director, September 2017 – May 2018

- Supervised students aged 5-12 at and between activities
- Provided enrichment for individual students needing additional assistance
- Aided in conflict resolution between students
- Kept and maintained ongoing records of attendance and participation
- Worked as acting director in the program director's absence on a per diem basis

Eliot-Pearson Children's School, Medford, MA

Kindergarten Teacher Assistant, January 2015 – April 2015

- Supervised students aged 4-6 during free time
- Aided in conflict resolution between students
- Assisted in presentation of lessons, and addressed specific questions about the material
- Provided enrichment for individual children needing extra assistance

Pierce Country Day Camp, Roslyn, NY

Camp Counselor, June 2015 – August 2015

- Supervised children aged 3-5 at and between activities
- Provided enrichment for individual children on interpersonal skills
- Aided in conflict resolution between students
- Coordinated group activities during children's downtime

**PRESENTATIONS
AND HONORS**

Senior Thesis in Child Development: "What's in an Accent? The Presence of Dialect in Children's Animated Television Shows" - Tufts University, May 2017

Dean's List - Tufts University, Fall 2013 – Spring 2017

**TECHNOLOGICAL
SKILLS**

AAC Programs: TouchChat, Dynavox, GoTalk
Microsoft Office: Excel, PowerPoint, Word
Research skills

Shefali Patel
CCC SLP

Professional Summary:

Tenured at Middlesex Middle School, Darien in 2006. Completed several assignments as a substitute, part time clinician and per diem employee over last decade as I raise my children, in schools and SNFs. Community services as a private practitioner in lower Fairfield county, working with all pediatric age groups, adults and elderly patients.

Licenses/Certifications

ASHA :12068791

CT Health: 003255

CT Professional Educator:CO82019001958 -just renewed, expires 2025

Vital Stim:108571

Interactive Metronome Certification :325512068791

The Listening Program Certification

NICU Certified- No direct experience with neonates

PROMPT -Tier 1 trained, used as essential for articulation disorders only

ASHA ACE Awardee

Current Assignments

School year 2018-2019 at RLMS, Fairfield, including ESY

Conducted "Mindfulness in Asht Yog" workshop for professional development of educators.

Per Diem- Preferred Therapy Services

Working on books, targeted at middle school population on subject theme of "Diversity"

Languages

I understand 7 languages including English from the Indian subcontinent. I fluently speak and am literate in Hindi, Gujarati and Marathi. I have been called to service native speakers, who are elderly and had strokes, dysphagia etc. in their homes and served the community pro bono.

Community Outreach

Workshop Module "Reading for Meaning" at South Norwalk and Wilton Library

Parent Course "Read with Me" at Ridgefield Library and as U tube Webinars

Advocacy for Free Water for Seniors with Dysphagia in local media

Several workshops on Neurobics, Indian Health Practices, Vegetarian cooking at Westport Senior Center

Parent Scout volunteer -Wilton Troop 125

Publications

Articles in Advance

Newtown You are Not Alone (20 poems dedicated to young heroes)

Hari (Over 100 poems on Krishna in 7 languages)

Mandodari (Gujarati)- Currently published in e-letter from Australia

Education

MA Communication Sciences and Disorders- SUNY, Plattsburgh 2000

MSc. Audiology and Speech Rehab – University of Mumbai, India

Statement of Qualifications and Work Plan

Therapeutic Services (Speech Language Pathology)

EBS therapists are highly qualified and knowledgeable about educationally relevant school-based services. They are skilled in working with students in accordance with their Individualized Education Program (IEP), being part of and/or developing IEPs, performing appropriate diagnostic and evaluative testing, report writing, data collection and progress monitoring. EBS therapists collaborate with the entire IEP team to ensure appropriate decision-making and service delivery. EBS therapists are active members in IEP and PPT meetings. EBS provides training and resources for therapists who work in specialized settings to ensure effective treatment.

Speech-Language Pathology:

EBS Speech-language pathologists are highly-qualified to serve students from diverse linguistic and cultural backgrounds. Services include: prevention and pre-referral, screening, assessment/evaluation, consultation, diagnosis, treatment, intervention, management, counseling, collaboration, and timely documentation. They address typical and atypical communication in speech sound production and articulation, resonance, voice, fluency, language (comprehension and expression—including literacy, prelinguistic communication, pragmatics (social skills), phonology, morphology, syntax and semantics), and executive functioning and cognition, including: attention, memory, sequencing and problem solving.

Staff

EBS national and regional directors are among the top therapists in their fields. Many have led school districts of their own as well as participated in key roles with ASHA (American Speech and Hearing Association) the governing body that sets the national standard for best practices. EBS maintains an extensive clinical support team consisting of former special education directors, therapists, teachers, and university professors that effectively become an extension of your team.

EBS staff is trained and knowledgeable in the educational versus medical model of therapy. In addition, EBS leadership and support team are experts in providing training and resources to districts around the nation on this very topic. We have a comprehensive software solution to managing and analyzing caseload versus workload, which also allows EBS to foresee any potential challenges and provide support before the challenges become problems.



Supervision of Personnel

1. EBS has a Leadership and Support Team of experienced professionals with specific training in support and mentorship of employees working in a school-based setting. Each EBS Leadership and Support Team member has specialized areas of expertise, and these professionals are utilized to support employees as needed for specific training or specific needs of the district. The team meets with employees at regular intervals throughout the year, and members will meet with the district when necessary. The district can utilize these EBS Leadership and Support Team members to ask questions, to make on-site visits, to provide and/or receive feedback, to coordinate trainings as necessary, and to check in with districts and employees to ensure high quality provision of services.

The clinical support team will provide an orientation to all of the therapists assigned to Waterbury before the beginning of the school year to include any special training deemed necessary by the district. EBS Leadership and Support Team will conduct structure quality assurance visits as needed or requested and will provide feedback to the district regarding strategies to enhance therapy programs. Quality Assurance visits will include discussion on any or all of the following topics:

- Scheduling/paperwork guidance
- Problem-solving for unique situations
- Therapy and evaluation guidance
- Caseload Analysis
 - Ensure appropriate frequency and intensity of services
 - Identify and reduce caseload size when appropriate
- Documentation Review
 - Ensure development of quality IEPs
 - Confirm attendance records and Medicaid documentation are maintained
 - Verify therapy logs and data collection and analysis

These visits also allow the team to conduct needs assessment for any potential professional development that EBS can provide to the therapists, including those working for EBS and those working for Waterbury.



EBS Supervisors Assigned to Waterbury Public Schools

Meredith Finnie, Local SLP Supervisor – Since 2004, Meredith has been a member-ASHA and the Connecticut & Massachusetts Speech-Language Hearing Associations. Her involvement with ASHA consists of being an active member with Division 1, 11, and 16. Her involvement with MSHA includes volunteering with the state conventions (introducing presenters), serving on the Executive Council as the Chair of School Affairs, VP of Education and Planning, Secretary/Treasurer and currently President. She has been a co-presenter for MSHA's annual Student event for the past 5 years and this year we completed it for ASHA CEUs. Meredith is in Waterbury Public Schools on a regular basis providing training and mentorship to our therapists.

Jill Parmenter, M.H.S., CCC-SLP is a speech-language pathologist with 16 years of experience providing therapy, primarily in the school setting. She has worked with students in Pre-Kindergarten through 12th grade with a particular focus on working with secondary students, students with autism, and on writing and implementing goals to collaborate with teachers for all curriculum subject areas. She has also been a Regional Director for EBS and has worked with EBS for 15 years. Jill has presented at school districts across the country, as well as at state and national conventions and university programs, on a variety of topics such as Supervision and Mentorship, Response to Intervention (RTI), Connecting Therapy with Curriculum Standards, Documentation and Data Collection, and Collaboration and Inclusive Practices. She is a member of several ASHA Special Interest Groups (SIG 1, 11, 16), has previously served as the Associate Editor for the ASHA Special Interest Group 11: *Perspectives on Administration and Supervision* publication, and was a member and frequent presenter for the ASHA Special Interest Group 16 Professional Performance Review Process for the School-Based SLP Committee. Jill is also a published author with articles published in the ASHA SIG 16 *Perspectives on School-Based Issues* and in the ASHA SIG 11 *Perspectives on Administration and Supervision*. Currently, Jill is the Quality Assurance Director for EBS, and she is also the ASHA Continuing Education Administrator for EBS.

Melanie W. Hudson, M.A., CCC-SLP, ASHA Fellow has over 30 years of experience as a speech-language pathologist in public schools and has also worked in private practice and university settings. She currently serves as the Vice Chair of the ASHA Speech-Language Pathology Advisory Council, and as a member of the ASHA Board of Ethics. She served on ASHA's Board of Special Interest Group Coordinators as the Coordinator for Special Interest Group 11, Administration and Supervision, and on ASHA's ad hoc committee on Supervision in 2013. She is co-editor and chapter author for the 4th edition of "Professional Issues in Speech-Language Pathology and Audiology," (Lubinski & Hudson; Delmar, Cengage Learning, 2013). She is a former President of the Georgia Speech-Language and Hearing Association, and received their Honors of the Association Award in 2014. She also serves on the Georgia Board of Examiners for Speech-Language Pathology and Audiology. She presents on topics related to school-based services, autism spectrum disorders, clinical education (supervision/mentoring), and professional



ethics. She is a Director at EBS and serves as a mentor and supervisor in Connecticut and New York. She also provides direct services to the districts as needed.

Jose Galarza, M.A., CCC-SLP is a bilingual speech-language pathologist currently working as the Program Director for Multicultural and Bilingual Programs for EBS Healthcare.

Jose received his BA in Communication and Spanish from DePaul University and his MA in Speech and Language Pathology from Northern Illinois University. His clinical focus has primarily been assessing and treating bilingual children from preschool age through eighth grade. Jose also supervises trips abroad through the EBS United division for therapists who wish to enhance their bilingual skills while working in tandem with therapists from other countries. He is an active member of the American Speech Language Hearing Association as well as ASHA Special Interest Group 14.

He makes presentations to school districts throughout the United States on bilingual and multicultural issues facing SLPs in public school and early intervention settings. He has also presented at the state, national and international level. In addition, Jose mentors and supervises speech-language pathologists and clinical fellows on a daily basis, and he provides direct services in school districts as needed.

2. EBS has a proven track record of assisting school districts across the country with their special education needs, initiatives and objectives. EBS has unrivaled access to knowledge and research in every area of the field, giving us the ability to bring theory and research into everyday evidence-based best practices in the classroom. EBS therapists are trained and qualified to provide specially designed therapy methods and instruction to meet the unique needs of students with disabilities. They are knowledgeable about the general education curriculum and Common Core State Standards as well as providing services in the least restrictive environment (LRE), promoting carryover and success in the classroom, and the availability of resources appropriate to the students through the school district board of education.

Nationally, we are engaged with hundreds of school districts ranging from remote, rural school districts to many major urban school districts. These engagements range from the use of one EBS therapist to 90+ EBS therapists within a given school system. Some examples of our partner school districts in urban areas similar to Waterbury include: Bridgeport, CT; New Haven, CT; Jacksonville, FL; Miami, FL; New York, NY; Nashville, TN; Atlanta, GA; Philadelphia, PA; Seattle, WA; Chicago, IL; Dallas, TX; Houston, TX; Los Angeles, CA; San Diego, CA; Tucson, AZ; Las Vegas, NV; and Indianapolis, IN. We have been able to meet the needs of the districts we partner with by providing special education professionals that are highly-qualified and have the appropriate skill sets to address the different challenges that are present in urban school settings.

In each of these engagements our partner schools quickly learn that EBS operates differently than other companies. All schools are struggling to do more with less. EBS partner schools experience first-hand the EBS desire to do much more than just provide highly qualified therapists. They see the willingness of the EBS team to help them with



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their programs and provide not only training, but follow through with that training to ensure district initiatives are being met. They witness the quality of our professionals, the extremely high caliber of our leadership and the multiple layers of support to assist where needed.

The EBS team works every day to refine best practices to improve service delivery to schools and will work for your district within your existing environment to assist your unique programs.

EBS will continually seek ways in which we can assist and partner more closely with Waterbury Public Schools. EBS will contribute to this partnership by providing no cost training, management and consulting to assist Waterbury in meeting special education initiatives and objectives. We look forward to the opportunity to sit down with your Special Education management team and further discuss ways we can be of service.

*Please see references listed elsewhere in this proposal.

3. EBS is able to attract and retain the best school based clinicians because of our reputation and support programs. We also provide orientation and training before beginning the school year. These programs are specifically aligned with Waterbury Public Schools rules and regulations. In addition, all EBS therapists will be educated and trained in the United States, and will have the appropriate licensure and certification for the state of Connecticut. All EBS employees will also have knowledge and experience with federal and state laws and regulations governing the services of school based speech language pathology, occupational therapy and physical therapy.

EBS therapists will perform all services required by Waterbury Public Schools. These services include early interventions, therapy, evaluations, student assessment, program development, treatment, staff training and collaboration, and ongoing parent/staff consultation and collaboration. Our therapists will provide services in compliance with IDEA and Waterbury requirements. Each EBS employee will have the appropriate Connecticut license and/or certification, and will be well-acquainted with the laws and professional code of conduct related to his or her field of expertise.

Continuity of care is essential. EBS therapists understand the importance of regular and consistent service. They are expected to anticipate and prepare for changes in the school calendar and daily schedule in order to minimize disruption in therapy. Caseloads are handled in an organized and efficient manner. Student progress is closely monitored, documentation of service delivery is clear and precise, records are kept secure, and pupil confidentiality is maintained.

EBS employees follow the policies and procedures set forth by the school district to ensure that student goals and objectives are addressed accordingly. Our experienced clinical support teams are available to teach advanced strategies to providers that will



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subsequently be able to further enhance curriculum integration into various service delivery models. Our employees adhere to the requirements established by Waterbury Public Schools in monitoring student progress, consulting and collaborating with parents and teachers, setting goals for achievement and using a timetable for improving achievement. Our reports are consistent with the timetable and format used by Waterbury Public Schools.

EBS personnel are well-trained professionals with proper accreditation and licensure. They are typically graduates from the top colleges and universities in the United States and are well-versed in the latest therapy and teaching techniques; they are experts in school-based treatment; and they participate in ongoing continuing education. EBS therapists endure a thorough prescreening process including extensive internal interviews and reference and background checks to ensure high quality. EBS works with the district to match these high-quality therapists into roles that best fit their skill set and the district's needs, resulting in better continuity of care overall.

Our consistent commitment to all our clients' programs and integration of standards has resulted in outstanding success and our employees have been continually invited back. Our Connecticut therapists have worked with school-age children with a variety of disabilities ranging from moderate to severe, including autism, behavioral disorders, speech impairment, and sign language.

As the largest provider of educational-based therapists in the country, we are able to match each therapist with an appropriate position to which they are committed. Every position filled by an EBS employee matches the skill-sets of the individual, thus providing the maximum chance for success. Additionally the management support team can help a therapist when they have a particularly difficult caseload or when working with disabilities that they have less experience with. For these reasons we can ensure that your therapy needs are met for the duration of the contract.

4. EBS is the largest provider of school based special education professionals in the country. It is through our extensive national team that we are able to provide experienced, Connecticut licensed and qualified therapists upon request by Waterbury and without delay. EBS has a network of over 200,000 therapists from across the country. Our Human Resource Specialists are able to quickly access these individuals through our networking system. Every day EBS has a team of over 100 HR Specialists using the latest techniques to screen and hire talented candidates. EBS National and Regional Coordinators perform university outreach programs, attend local and national conferences and network to find qualified candidates for Waterbury Public Schools. EBS also has university professors working throughout the country. These respected professionals understand what a vital role EBS plays in the special education community, and they help in the hiring of highly qualified therapists. The main focus of EBS is to give back to the special education community that we have worked with for so



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long, and we sponsor as well as attend a number of the regional and national special education conventions including ASHA and state conferences.

5. EBS will offer services for speech-language pathologists to Waterbury Public Schools. All EBS professionals will hold undergraduate and master's degrees in their field from an accredited, post-secondary institution as well as active professional certifications from CT Health Department and the CT State Department of Education according to Connecticut law. EBS has a licensing and credentials department that works with each employee to ensure that they meet all licensure requirements for their profession. Every EBS therapist will be properly licensed before beginning an assignment with Waterbury Public Schools. EBS will provide copies of resume, license, Connecticut State Certifications, Fingerprinting and Criminal Background Check and TB Clearance to Waterbury vemail before acceptance of placement.

6. EBS professionals understand the difference between the medical model of service delivery and services based on educational need (i.e. educational vs. medical model of delivery). We are a school-based company that can ensure your students receive excellent care in a cost-effective manner. Our speech-language pathologists, occupational therapists and physical therapists are proud of their professional and compassionate delivery of services. They see themselves as your employees and act accordingly. They are expected to comply with administrative rules and handle any conflict in a diplomatic and professional manner.

Our therapists are also mindful of efforts to maintain least restrictive environment for each student. They understand that service delivery does not necessarily require removing the student from the classroom. Therapy or teaching may be integrated into classroom instruction or may be consultative. When the nature of a student's condition requires only temporary therapeutic services when a student is learning a new skill or is transitioning into a different learning environment—direct services may be indicated for only a brief period (e.g., once a week for a two-month duration). Once the classroom teacher is adequately employing the recommended strategies for the student, direct services may be withdrawn. EBS therapists can also participate in the RtI process, thus helping to prevent unnecessary referrals for special education services by analyzing and addressing barriers and facilitators to performance within the context of the educational environment.

Our employees work hard to establish supportive and trusting relationships with your instructional and administrative personnel. As participants on a multidisciplinary team, they screen and/or evaluate students to help determine eligibility for services. They contribute to the development of each student's Individualized Education Plan (IEP) and direct their efforts toward the development of skills that promote academic, functional and vocational learning. Interventions are designed to directly advance the educational objectives specified within the IEP.



EBS recognizes that therapy eligibility requires that the child's language or articulation interferes with his/her ability to benefit from his education program. As a member of the multidisciplinary team, our therapists help determine eligibility. Speech-language pathology and other related services are recommended only when the services are necessary for the student to benefit from his/her IEP. Services are considered appropriate when they facilitate the attainment of the goals and objectives identified in the student's IEP.

Though the EBS therapist will make appropriate recommendations to the multidisciplinary team, the decision as to whether a student requires related services is reached collaboratively by the entire team. Eligibility for various services is determined within the following guidelines:

With recommendations from the EBS therapist, the multidisciplinary team will discuss and identify how the student's individual strengths and weaknesses relate to his or her learning. Our personnel are well aware that services must be educationally related and do not presume that a student with an identified language impairment is automatically eligible for school-based therapy. When a student's needs can be adequately addressed through regular school activities, direct therapy will not be recommended.

Certain students may require therapeutic intervention for the duration of the IEP year. Others may require only temporary therapeutic services, such as when learning a new skill or transitioning into a different learning environment. Once the classroom teacher is adequately employing the recommended strategies for the student, direct services may be withdrawn. Regardless of whether the student receives short-term or long-term therapy, or whether the therapy is in a pull-out or push-in model, EBS therapists collaborate and consult with classroom staff to further benefit the student. Progress occurs more quickly when therapy is integrated into the other areas of the student's school day because it allows for the generalization of skills across various environments. In addition, our therapists recognize the need for efficiency and cost effectiveness. They coordinate with teachers and other therapists to minimize overlap. Every effort is made to avoid duplication in services.

As stated before, the team must determine whether speech-language pathology and/or other related services are necessary for the student to achieve an educational benefit from his/her program. Once eligibility is determined, the team develops clear measurable goals to ensure the student's needs are addressed. Aside from recommending goals/objectives, the therapist assists in developing a therapeutic plan with information on the type of related service, techniques to be used, length and frequency of service, whether the therapy is to be individually administered or done in small groups, and the method of measurement used to determine if the child has reached the goals set forth. Therapists will also participate in the development of specially designed instruction (SDI's) that will include therapeutic methods and



strategies to address the student's unique learning needs and promote generalization of skills across environments.

7. Attached please see the resumes of EBS proposed staff. Some of these professionals are already certified and working in Connecticut, and others are relocating to the Waterbury area. EBS has the ability to provide sufficient levels of staff to meet the needs of Waterbury Public Schools. All professionals will be certified in the state before the beginning of the 2020-21 school year. Generally, EBS experiences a retention rate of approximately 85% year over year. Waterbury Public Schools will have the opportunity to conduct personal interviews of all proposed staff and will have final say in the selection of candidates.

8. Every EBS SLP working with in your district will have school based experience and will be familiar with the educational model of therapy. Our human resources and therapy support teams evaluate their knowledge of school based services by examining previous coursework and previous work experiences. The therapists provided to your district will all have experience in the principles, methods and procedures used to determine the need for Special Education services and will have experience writing Individualized Education Plans (IEPs). This includes knowledge of various standardized assessment tools used for a school-based setting and informal evaluation methods to complete authentic assessments of students to determine eligibility for services. In addition, they will each have knowledge and experience with Response to Intervention (RTI) to ensure students are appropriately identified and referred for Special Education evaluations.

Our EBS SLPs will also be able to design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related services required by Waterbury Public Schools. Our therapists have been trained on the use of curriculum standards to collaborate more effectively with other team members and to write IEP goals that are educationally relevant. In addition, EBS provides extensive training on data collection and progress monitoring. Therapy treatment plans are designed to allow students to access their curriculum and to facilitate carryover of skills into the classrooms. Our EBS therapists will work with the IEP team members to determine where services are delivered to ensure the least restrictive environment (LRE) for service delivery. Their goal is to move students as quickly as possible toward a greater level of independence and participation in the classroom by supporting them with appropriate therapy services, modifications, and accommodations. EBS therapists are trained in various service delivery models, including several different models of inclusion/push in therapy in the classrooms. Caseloads are evaluated at regular intervals by both the therapists and the EBS Support Team members so that each therapist remains mindful of students who may be able to move to less direct service time or



even be exited from services. As a recognized provider of Continuing Education services, EBS is also able to provide additional specialized training to both EBS therapists and other members of the Waterbury Public Schools team as needed.

9. EBS is a current provider of special education services to Waterbury Public Schools. EBS personnel will continue to follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures. EBS employees will all obtain satisfactory criminal background checks, fingerprinting and drug screening.

10. EBS personnel adhere to all policies and procedures of Waterbury Public Schools. Each SLP shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.



Scope of Services

1. EBS agrees and is able to provide up to 13,670 hours of speech language therapy to the students of Waterbury Public Schools. Please see the resumes that are included with this proposal for current available candidates to fill the open positions for the 2020-21 school year and summer. EBS understands that all hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. EBS understands and agrees that all therapy and related services will be provided by CT licensed and qualified speech pathologists, occupational therapists and physical therapists. All EBS special education professionals will be CT licensed and certified before the beginning of the 2020-21 school year. EBS has the ability to provide qualified candidates to Waterbury Public Schools without delay to fill the immediate and changing needs of the District both in school and homebound settings. EBS will provide the District the opportunity to interview each pathologist or therapist proposed to determine if the person is appropriate to work with District students. EBS also does an extensive internal interview process to determine each candidate's skillset and their ability to perform school based therapy. This screening will occur before the candidate is submitted for review by the District. EBS will also insure that all pathologists and therapists working in the District will have satisfactory criminal background checks, drug tests, and DCF registry checks as required under law and will provide the District proof upon request.
3. The EBS speech pathologists will work under the guidance or direction of District personnel. EBS therapists will also have EBS mentorship and support available when needed. All EBS therapists will comply completely with all District requests. EBS therapists will perform the same job functions as Waterbury employees. They will be assigned student caseloads and other related responsibilities and be expected to act in the same manner as District employees. They will also participate in planning and placement team meetings for individual students and provide any other services upon the request of the District.
4. The EBS speech pathologists will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff. EBS also has the ability to provide ASHA approved CEU events for all therapists in the district. This can be done at no cost to the District and will count towards continuing education credits for certification purposes.
5. EBS will provide highly qualified therapists and pathologists who will utilize best practices and research based interventions within the standards of the profession or as set forth by the District. EBS is able to attract and retain the best school based clinicians because of our reputation and support programs. We also provide orientation and



training before beginning the school year. These programs are specifically aligned with Waterbury Public Schools rules and regulations. In addition, all EBS therapists will be educated and trained in the United States, and will have the appropriate licensure and certification for the state of Connecticut. All EBS employees will also have knowledge and experience with federal and state laws and regulations governing the services of school based speech language pathology.

6. EBS will supervise its pathologists and therapists and monitor services provided and time billed by each and adherence to the terms and conditions of the contract. All EBS employees will also have knowledge and experience with federal, state, local, and district laws, policies, procedures, regulations and ethical standards. EBS therapists will provide reports to District administrative staff prior to public review.

7. Each EBS speech pathologist will provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law. Our supervisors in the district will ensure that all reports are timely, accurate and complete before they are submitted to the District.

8. EBS will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as request by the District. All EBS therapists will fill out weekly timesheets that must be approved the District. Once approved, the timesheets will sent to EBS and a monthly invoice will be created. The invoice will be sent to the District on a monthly basis with all timesheets attached to document hours worked. EBS supervisors will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract. All of this information will be noted on each invoice submitted to the District.

9. EBS is a corporation established and managed by special education professionals. EBS prides itself on its support and customer service, ultimately becoming a partner to the district and an extension of the Special Education Department. In our partnership, Waterbury will be assigned a relationship manager (coordinator) from EBS who works directly with the school district on a daily basis. In the case of Waterbury Public Schools, this manager is Mr. Brendan O'Hanlon. Brendan will coordinate and streamline the process of bringing new therapists in and working with those currently in the district. He will be the main contact person for Waterbury, and will be available 24 hours a day, seven days per week. Brendan will work with Waterbury to assess the current special education needs of the district, manage the interview process between each candidate and Waterbury, as well as coordinate start dates and any other start up information.

As the largest national provider of special education professionals, EBS maintains a consistent pool of candidates that will be ready to begin work at Waterbury with very



short notice. In addition, our state and regional managers will all be Connecticut licensed SLPs that can be called upon to provide therapy in emergency situations to avoid service delays. If there are gaps in service or unexpected leaves of absence, EBS managers and supervisors will be ready to step in and fill the role to avoid any breaks in service. Brendan will be in regular contact with representatives from Waterbury and will keep them apprised of any gaps in service, and how any missed services will be completed.



WE CARE MORE. WE DO MORE.

Additional Information: Default, Litigation, Etc.

- a. EBS has never failed to complete any work awarded to the organization
- b. EBS has never defaulted on a contract.
- c. EBS is not subject to any pending litigation which could affect our organization's ability to perform this agreement.
- d. EBS has never had a contract terminated for cause.
- e. EBS has not been named in any lawsuit related to errors and omissions within the past five years.
- f. EBS has never filed for protection under the Federal bankruptcy laws at any time during its existence.
- g. EBS has never exceeded the amount of the contract the organization was awarded except in cases where addenda were issued which increased the overall amount of the annual contract. EBS has never gone over budget on any contract awarded to the organization.
- h. There are no other factors or information that could affect EBS's ability to provide the services being sought about which Waterbury should be aware.

Exceptions and Alternatives

No Exceptions or Alternatives



WE CARE MORE. WE DO MORE.

Additional Data

Additional Services and Materials

Customer Support Services

Monthly Reporting Tools

EBS supervisors are proactive in driving quality assurance in our partnering districts. Through our mentorship and support program, supervisors will maintain ongoing communication, onsite observations, caseload analysis and caseload reporting to identify potential areas of needed support before they become a problem. EBS has developed multiple tools and software programs to ensure accountability for direct and indirect services in a variety of ways. We have built systems for scheduling, tracking attendance and minutes met as well as logging pertinent notes. These systems are created specifically for our partnering districts. With our exclusive partnership with Caselite Management System we also have the capability to customize the program to align to your districts specific requirements. EBS has also developed a Four-Week Orientation and Self-Study Program for our therapists. Examples of other tools and programs that EBS has developed that can be customized specifically to your districts' needs include:

- EBS Employee Support Site Visit Form
- EBS Caseload Analysis Chart
- Quarterly Caseload Report
- Quality Assurance Report
- Checkout Lists

EBS understands the importance of consistent, high-quality services. We have various ways to ensure not only that therapy time is accounted for, but that the therapy is of high-quality, educationally relevant, and evidence-based. Our ongoing mentorship and support program provides our special education professionals access to national network of experts, customized trainings, and evidence-based resources. Our therapists can obtain additional information about specific diagnostic categories depending on their caseload. EBS supervisors can then support them in integrating this information into both assessment and intervention of students. EBS experts can address topics from Rtl, Autism, Language Difference vs. Language Disorder, etc. Our expertise and resources help our special education professionals stay abreast of any new research or evidence-based intervention techniques.

• All of the forms referenced above can be supplied to Waterbury upon request.



WE CARE MORE. WE DO MORE.

Caselite Management System

Caselite is a web-based total management solution for transparency and delivery of services including customizable reporting and direct service time. This software will enable Waterbury to collect data on all pertinent aspects of your special education program, ultimately saving the district time and money.

With the **Caselite District Dashboard**, Waterbury will have the ability to view the daily time demands on each special education professional, and view real-time district-wide metrics like:

- Workload vs. Caseload
 - Headcount
 - Average Group Size
- Impairment Distribution
 - Grade Distribution
 - Time in Direct Services vs. Other Activities

Schedules are jam-packed with valuable information about students, interventions, and employee workload. Caselite extracts this information from employee schedules in real-time, and pulls it into the district dashboard. EBS can customize a dashboard for Waterbury utilizing whatever metrics requested. Caselite helps establish a consistent and proven process for districts. What's more, Caselite's exclusive **Workload Analysis Tools** allow districts to compare employee workload and headcount side-by-side, and see who is above the district-wide average bar. This will allow Waterbury's special education department to balance resources based on time demands.

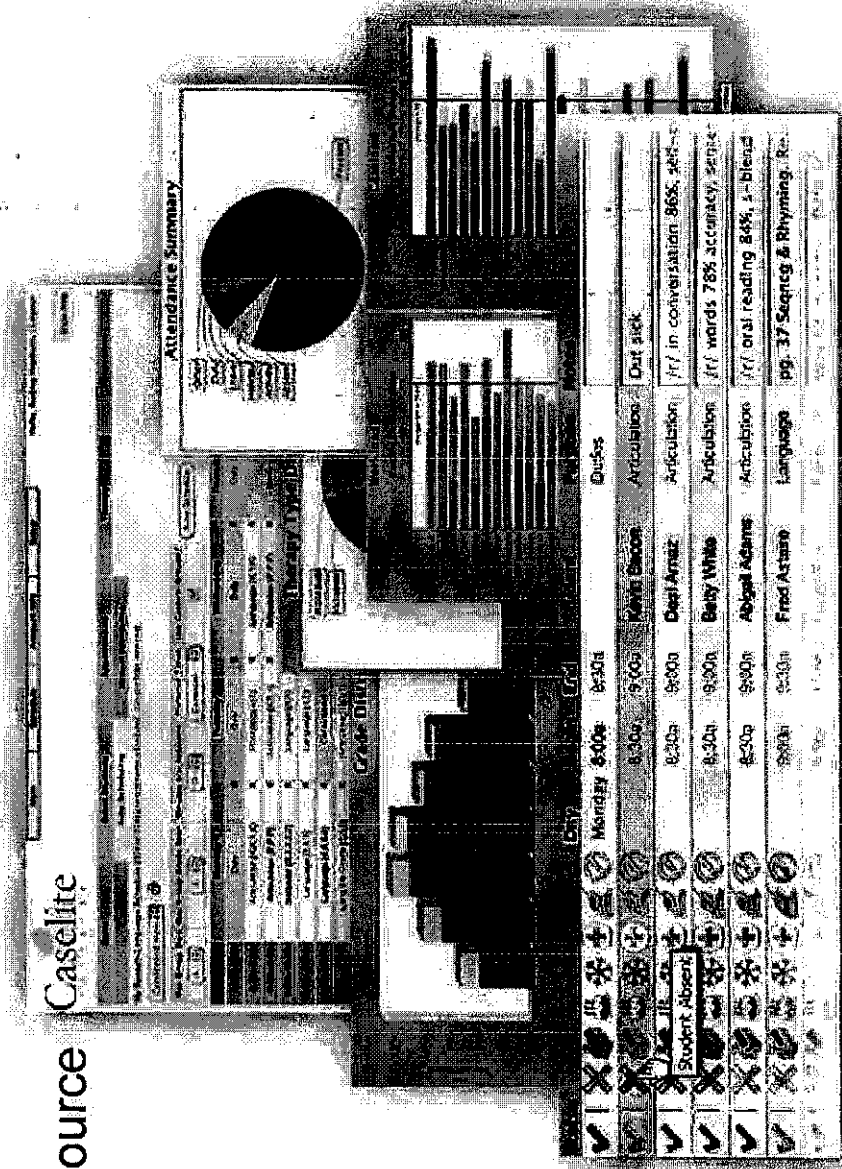
EBS has the ability to fully customize Caselite Software to tailor it to the needs and required metrics of Waterbury. Monthly reports can be generated using the metrics put in place and can be updated or changed as needed.



EBS Management System

Caselite is a total management solution for transparency and delivery of services including customizable reporting and direct service time :

- Special Education / Resource
- Speech & Language
- Physical Therapy
- Occupational Therapy
- Gifted & Talented
- Psychology
- Social Work
- Adapted PE
- Vision / Orientation & Mobility
- English Language Learners (ELL)



Attendance records
become actionable reports
– viewable by District
Administrators

Frequency of Service Over Time

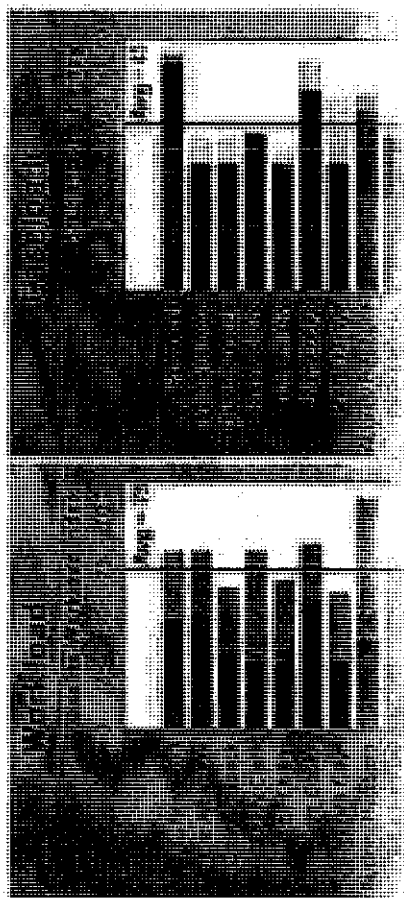
Reports have adjustable dates

View records for
the district, a practitioner, or a student

EBS 50

Caselite

District Benefits: Better Decisions



Should the
squeaky wheel
always
get the grease?

You may be surprised how sometimes things aren't always as they seem...



Tom has 2x the students, but Eleanor has more work!

Caselite's exclusive Workload Analysis tools help district leaders...

- Compare workload and caseload side-by side.
- See who is above the district-wide average bar.
- Contrast headcount with time commitments.
- Identify which wheels truly need the grease.

EBS 52

Caselite
S O L U T I O N S

CORPORATE RESOLUTION

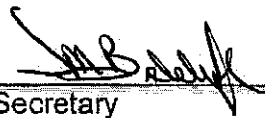
I, Jeanne Beldyk, hereby certify that I am the duly elected and acting Secretary of EBS Healthcare, Inc., a corporation organized and existing under the laws of the State of Pennsylvania, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 18th day of February, 2020.

"It is hereby resolved that John Gumpert is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof". Specific to the City of Waterbury RFP 6575 for SLP Services

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said EBS Healthcare, Inc. corporation this 19th day of February, 20120.


Secretary

This corporate resolution is specific to the City of Waterbury RFP 6575 for SLP Services

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.


The undersigned acknowledges receipt of addenda numbered: (insert date)

1 2/13/20 4 _____
 2 2/20/20 5 _____
 3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

23-2720862
 Social Security Number
 or Federal Identification Number

EBS - Educational Based Services
 Signature of Individual or Corporate Name

 Corporate Officer
 (if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name John Gumpert
 By: Special Education Coordinator
 (Title)
 Business Address: 200 Skiles Blvd., West Chester, PA. 19382
 (City, State, Zip Code)
 Phone: 800-578-7906

Date: 2/19/20

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

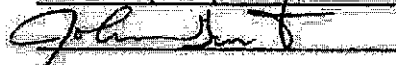
Full Legal Name and address of Recipient, Vendor, or Contractor:

EBS - Educational Based Services
200 Skiles Blvd.
West Chester, PA. 19382

Print Name and Title of Authorized Representative:

John Gumpert, Special Ed. Coordinator

Signature of Authorized Representative:


Date: 2/19/2020

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Pennsylvania

SS: _____

County of Chester

John Gumpert, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or _____ of EBS - Educational Based Services (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|------|-------|--|---------------------------|-----|
| 1 | NONE | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|------|-------|--|---------------------------|-----|
| 1 | NONE | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

| Organization Name | Address | Type of Ownership |
|----------------------|---------|-------------------|
| 1 | NONE | |
| 2 | | |
| 3 | | |
| 4 | | |

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| | Name | Title | DOB | Stock % |
|---|--------------|-----------|------------|---------|
| 1 | Mark Stubits | President | 12/12/1961 | 100 |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| | Name | Title | Affiliated Company (if none state NONE) | Address | DOB |
|---|------|-------|--|---------|-----|
| 1 | | NONE | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

| | TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|---|------------|---------------------------------|-----------------------------------|
| 1 | | NONE | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

Address of Business

being duly sworn,

Subscribed and sworn to before me this _____ day of _____ 201_____

For Corporation

John Gumpert
Name of Corporate Signatory

200 Skiles Blvd., West Chester, PA. 19382
Address of Business

Affix
Corporate
Seal

By: John Gumpert 
Name of Authorized Corporate Officer

Its: Special Education Coordinator
Title

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Pennsylvania)

) SS

County of Chester)

John Gumpert being duly sworn,

deposes and says that he/she is Special Ed. Coordinator of EBS and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

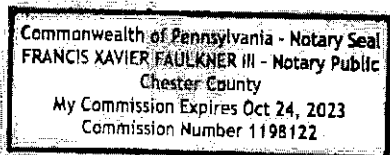
Subscribed and sworn to before me this 14th day of FEBRUARY 2010.

Francis Xavier Faulkner III

My Commission Expires:

October 24, 2023

(Notary Public)



CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019) - 2020
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Speech Language Pathology Services

(Service or Commodity Covered by Contract)

2017 -2020

(Term of Contract)

Board Certified Behavior Analyst (BCBA)

(Service or Commodity Covered by Contract)

2019-2020 with renewal options

(Term of Contract)

Registered Behavior Technician (RBT)

(Service or Commodity Covered by Contract)

2019-2020 with renewal options

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐


1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

EBS Healthcare, Inc.
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

2/19/20
Date

John Gumpert, Special Ed. Coordinator
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered





CERTIFICATE OF LIABILITY INSURANCE

EBS 65

DATE (MM/DD/YYYY)

09/24/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | | | |
|---|---------------------|---|--|--|---------------------|---|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| PRODUCER Robert McIntyre Insurance, Inc. 420 E. Lancaster Ave. P. O. Box 7455 St. Davids PA 19087-7455 | | CONTACT NAME: Christine Fleming PHONE (A/C No. Ext): (610) 687-5757 FAX (A/C No.): (610) 687-5801 E-MAIL ADDRESS: CMFORMIRM.com | | | | | | | | | | | | | |
| INSURED EBS Healthcare Services, Inc. 200 Skiles Boulevard West Chester, PA 19382 | | INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Philadelphia Indemnity Insurance Company</td><td>NAIC # 18058</td></tr><tr><td>INSURER B: Hartford Insurance Company of Midwest</td><td>37478</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | | INSURER A: Philadelphia Indemnity Insurance Company | NAIC # 18058 | INSURER B: Hartford Insurance Company of Midwest | 37478 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER A: Philadelphia Indemnity Insurance Company | NAIC # 18058 | | | | | | | | | | | | | | |
| INSURER B: Hartford Insurance Company of Midwest | 37478 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 10/19 - 7/20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> **ABUSE / MOLESTATION GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | Y | PHPK1998310 | 07/01/2019 | 07/01/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 **EA CONDUCT/AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ SEE BELOW BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED / NONOWNED \$ \$1,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | PHPK1998310 | 07/01/2019 | 07/01/2020 | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED / NONOWNED \$ \$1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | PHUB661047 | 07/01/2019 | 07/01/2020 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | 39WBZG1566 | 10/01/2019 | 10/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER STOPGAP/Memo E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | PROFESSIONAL LIABILITY Claims-Made Form | | PHPK1998310 | 07/01/2019 | 07/01/2020 | EACH INCIDENT \$1,000,000 AGGREGATE \$3,000,000 RETRO DATE 7/1/2007 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Language Therapy
WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT: 1) ADDITIONAL INSURED UNDER GENERAL LIABILITY AND HIRED/NON-OWNED AUTO LIABILITY: City of Waterbury and its Board of Education 2) WAIVER OF SUBROGATION IN FAVOR OF ADDITIONAL INSURED UNDER GENERAL LIABILITY AND WORKERS COMPENSATION 3) COVERAGE UNDER GENERAL LIABILITY IS PRIMARY AND NON-CONTRIBUTORY.

CERTIFICATE HOLDER

| | |
|--|--|
| City of Waterbury Department of Education 236 Grand Street 2nd Floor Waterbury CT 06702 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

Amy Lopez

From: Kevin McCaffery
Sent: Friday, April 24, 2020 4:10 PM
To: Amy Lopez
Subject: FW: RFP# 6575 Revised Cost
Attachments: Waterbury SLP Cost 2020.21.pdf

Kevin McCaffery
Director of Purchasing -City of Waterbury
Phone 203-574-6747
Fax 203-597-3437
Email kmccaffery@waterburyct.org

From: John.Gumpert <John.Gumpert@EBSSCHOOLS.COM>
Sent: Friday, April 24, 2020 3:57 PM
To: Kevin McCaffery <kmccaffery@waterburyct.org>
Subject: RFP# 6575 Revised Cost

EXTERNAL EMAIL (What is this?)

Good afternoon Mr. McCaffery,

Thank you for your email regarding RFP 6575, Speech and Language Therapy Services. Please see the attached revised cost information as requested. EBS has done our best to keep costs as low as possible for Waterbury during the past contract period by not increasing our rates at all over the past three years. We are proposing only a small increase over the next three year contract period. We have reduced the original rate proposed for the third year of this contract as well.

Please let me know if you have any questions regarding the attachment.

Thank you and have a nice weekend.

John Gumpert
Special Education Coordinator
Telephone: 1-800-578-7906 x1214
Fax: 800-720-0342
John.Gumpert@ebsschools.com
www.ebsschools.com



Confidentiality Notice: The information contained in or attached to this email contains confidential or privileged information. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this email is prohibited. If you have received this email in error, please notify the sender and delete the email immediately. Thank you.

Updated Compensation and Cost Schedule

EBS typically works with school districts on a per hour basis. The hourly rate is an all-inclusive, and only applies to the hours that the therapist is working. Time off, holidays, sick time and lunch are not billable and EBS will not invoice Waterbury for these time periods.

EBS is company owned and operated by special education professionals. Our goal is to provide the highest qualified and best supported SLPs in the most cost-effective way. We understand the budgetary constraints put on schools, and we do our best to keep our rates as low as possible.

The following hourly rates are inclusive of all personnel and non-personnel expenses. These prices encompass the entire Scope of Services in this RFP.

2020-21

Speech Language Pathologist: **\$73.00 per hour**

2021-22

Speech Language Pathologist: **\$74.00 per hour**

2022-23

Speech Language Pathologist: **\$74.00 per hour**

PLEASE SUBMIT IN SEPARATE SEALED ENVELOPE LABELED: CONFIDENTIAL: COST PROPOSAL

WE CARE MORE. WE DO MORE.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Contract between the City of Waterbury and Access Rehab Centers, LLC for speech and language services for students with disabilities.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Access Rehab Centers, LLC for the provision of speech and language services for students with disabilities in the total not to exceed amount of Two Million Forty Thousand and One Hundred and Sixty-Seven Dollars (\$2,040,167.00) for a three-year term as follows:

For July 1, 2020 - June 30, 2021, an amount not to exceed Six Hundred Sixty-Five Thousand and Nineteen Dollars (\$665,019.00) at the hourly rate of \$81.08;

For July 1, 2021 - June 30, 2022, an amount not to exceed Six Hundred Seventy-Nine Thousand Nine Hundred and Forty-Six Dollars (\$679,946.00) at the hourly rate of \$82.90;

For July 1, 2022 - June 30, 2023, an amount not to exceed Six Hundred Ninety-Five Thousand Two Hundred and Two Dollars (\$695,202.00) at the hourly rate of \$84.76.

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA), are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department can elect to undertake the process. The Waterbury Department of Special Education issued Request for Proposal #6575 for speech and language services needed for students with disabilities for a total amount of up to 13,670 hours per year for three years.

Ten vendors submitted proposals. Our department formed a committee who reviewed the proposals and conducted video interviews with some proposers. The committee consisted of Special Education Supervisors Stacey Kozłowski, Robert Delaney, Amy Lopez, Assistant Director of Purchasing



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

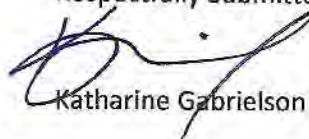
and Chairperson Special Education Supervisor, Monica O'Neal. Thereafter each member of the Committee evaluated and scored each proposal. The Committee looked at vendor experience providing the services, their contract and PO experience, their capacity to provide therapists when requested, the qualifications and experience of the therapists they provide, billing procedures and billable time and completeness of the bid responses.

As required by purchasing procedures, the proposers were rated based on the proposals without the Committee knowing the hourly rates for each service bid. Access Rehab Centers LLC. scored the first of any of the proposers for the services requested. EBS Healthcare Services dba Educational Based Services (EBS) scored second.

The Committee then reviewed the hourly rates provided to them by the Purchasing Department. Access Rehab Centers did not have the lowest hourly rate but had the highest vendor score. As its current vendor for speech services, Access Rehab Centers has worked within the contract amount with no billing issues year after year. The Committee determined that Access Rehab Centers, LLC should be awarded the majority of the speech and language therapy hours, 8,202 hours per year, in its contract under RFP 6575. The remainder of the RFP 6575 speech and language service hours were awarded to EBS. A tax clearance is being obtained and the contract is paid with general funds.

In conclusion, I respectfully request that the Board approve the contract between the City of Waterbury and Access Rehab Centers, LLC for speech and language therapy services for students with disabilities.

Respectfully Submitted,



Katharine Gabrielson

Encs. Access speech contract
Attachment A

PROFESSIONAL SERVICES AGREEMENT
RFP #6575
for
SPEECH AND LANGUAGE THERAPY SERVICES
between
The City of Waterbury, Connecticut
and
Access Rehab Centers, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City" or "District") and Access Rehab Centers, LLC, located at 22 Tompkins Street, Waterbury, Connecticut 06708, a State of Connecticut duly registered domestic limited liability company ("Access").

WHEREAS, Access submitted a proposal to the City responding to **RFP #6575** for Speech and Language Therapy Services; and

WHEREAS, the City selected Access to perform services regarding **RFP #6575**; and

WHEREAS, the City desires to obtain Access's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. Access shall provide all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Access shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of, and Access shall provide up to 8,202 hours of speech and language therapy and related services to Waterbury School District students age 3-21, per year, to be provided for the number of hours, days, or portions thereof as the District may require during the school year and during the summer as more particularly detailed and described in RFP # 6575 and Access' response thereto which are attached hereto as part of **Attachment A**, hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by Access as having

been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 RFP # 6575, for Speech and Language Therapy Services, consisting of 10 pages, excluding Attachments, attached hereto;
- 1.1.2 Addendum #1 to RFP #6575, issued February 13, 2020, consisting of 1 page, attached hereto
- 1.1.3 Addendum #2 to RFP #6575, issued February 20, 2020, consisting of 9 pages, attached hereto;
- 1.1.4 Access' Response to RFP #6575, dated February 24, 2020, consisting of 62 pages, attached hereto.
- 1.1.5 Access' Revised Cost Proposal, dated April 28, 2020, consisting of 3 pages, attached hereto;
- 1.1.6 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, attached as part of Access' Response;
- 1.1.7 Certificates of Insurance, attached as part of Access' Response;
- 1.1.8 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
- 1.1.9 All licenses, incorporated by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on Access. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 City's RFP #6575
- 1.2.2 Addendum Number 1 to City's RFP #6575
- 1.2.3 Addendum Number 2 City's RFP #6575
- 1.2.4 Access' Response to RFP #6575

2. Access Representations Regarding Qualification and Accreditation. Access represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. Access further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. Access represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by Access under its supervision and all

personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. Access hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Access and/or its employees be licensed, certified, registered, or otherwise qualified, Access and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, Access shall provide to the City a copy of Access's licenses, certifications, registrations, etc.\

3. Responsibilities of Access. All data, information, etc. given by the City to Access and/or created by Access shall be treated by Access as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. Access agrees to forever hold in confidence all files, records, documents and other information which may come into Access's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where an Access disclosure is required to comply with statute, regulation, or court order, Access shall provide prior advance written notice to the City of the need for such disclosure. Access agrees to properly implement the services required in the manner herein provided.

3.1. DCF and Criminal Background Checks. Access shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. Access shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. Access shall not permit any person with a disqualifying criminal history to have direct contact with a student.

3.2 Confidentiality/FERPA. Access shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Access shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. This Section 3 shall survive the termination, cancellation or expiration of the Contract.

3.2.1. Any and all materials contained in City of Waterbury student files that are entrusted to Contractor or gathered by Access in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Access shall be used solely for the purposes of providing services under this Agreement.

3.2.2 Access acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Access and City shall comply with the requirements of said statute and regulations, as amended from time to time and Access agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student’s parent or guardian, as required by FERPA, Access has no authority to make disclosures of any information from education records. Access shall instruct its employees of their obligations to comply with FERPA.

3.3 Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, Access or its employees.

3.3.1. The City’s Board of Education (“Board”) shall have access to and the ability to delete Student Data in the possession of Access or its employees except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Access or its employee. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by Access or the employee within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from Access and/or its employee that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.3.2. Neither Access nor its employees shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.3.3. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If Access or its employees receives a request to review Student Data in Access' or its employees' possession directly from a student, parent, or guardian, Access and its employee(s) agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. Access and its employees shall to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with Access or its employee(s), and correct any erroneous information therein.

3.3.4. Access and its employees shall take actions designed to ensure the security and confidentiality of student data.

3.3.5. Access and its Employees will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by Access or its employees of a breach of Student Data, Access shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.3.6. Student Data shall not be retained or available to Access or to any of its employees upon expiration of the contract between Access and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with Access after the expiration of such contract for the purpose of storing student- generated content.

3.3.7. Access, its employees, and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.3.8. Access and its employees acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy

law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.3.9. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.

3.4. Use of City Property. To the extent Access is required to be on City property to render its services hereunder, Access shall have access to such areas of City property as the City and Access agree are necessary for the performance of Access's services under this Contract (the "Site" or the "Premises") and at such times as the City and Access may mutually agree. Access shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Access shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Access, City may, but shall not be required to, correct same at Access's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.5. Working Hours. To the extent Access is required to be on City property to render its services hereunder, Access shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to Access, unless written permission is obtained from the City to work during other times. This condition shall not excuse Access from timely performance under the Contract. The work schedule must be agreed upon by the City and Access.

3.6. Cleaning Up. To the extent Access is required to be on City property to render its services hereunder, Access shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Access, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to Access.

3.7. Publicity. Access agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.8. Standard of Performance. All services, materials or equipment, provided under this contract, or intended for it, shall conform in all respects with the requirements of all this Contract, and in accordance with professional standards of said profession. The standard of care and skill for all services performed by Access shall be that standard of care and skill ordinarily used by other members of Access's profession practicing under the same or similar conditions at the same time and in the same

locality. Access's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.9. Access's Employees. Access shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.10. Due Diligence Obligation. Access acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. Access hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.10.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of Access to complete Due Diligence prior to submission of its proposal shall be borne by Access. Furthermore Access had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.10.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.10.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.10.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by Access, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with Access.

3.10.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.10.6 has given the City written notice of any conflict, error or discrepancy that Access has discovered in the Proposal Documents; and

3.10.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.11. Reporting Requirement. Each Access Speech Language Pathologists shall provide timely and complete reports as requested by City and/or District staff and provide District Medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law. E Additionally, each Access speech language pathologist shall provide periodic, timely, daily if possible, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by Access and/or delivered by Access during the time period covered by the report, **(iv)** any and all additional useful and/or relevant information. Each report shall be signed by each Speech Language Pathologist or ACCESS Representative (iiv) provide progress reports as requires by the City regarding student progress.

NOTE: Access's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Access's written request, the City will provide Access with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by Access hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by Access for the purpose of carrying out the services under this Contract.

5. Contract Time. Access shall commence all work and services required under this Contract on July 1, 2020 and shall complete all work and services required under this Contract on June 30, 2023. ("Contract Time.")

5.1. Time is and shall be of the essence for all work and services to be performed hereunder. Access further agrees that it shall provide services, regularly, diligently and uninterruptedly as requested by the City, within the Contract Time stated above. It is expressly understood and agreed, by and between Access and City, that the Contract Time and services to be provided is reasonable.

6. Compensation. The City shall compensate Access for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to Access shall not exceed TWO MILLION FORTY THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS (\$2,040,167.00) and shall be in accordance with the hourly rates as set forth in Access's Revised Cost Proposal, and as set forth below:

| | | |
|--------------|--|----------------|
| 6.1.1 | July 1, 2020-June 30, 2021 | |
| | An amount not to exceed | |
| | Six Hundred Sixty-Five Thousand | |
| | Nineteen Dollars | \$665,019.00 |
| | Based upon the rate of Eighty-One Dollars | |
| | and Eight Cents per hour..... | \$81.08 |
| 6.1.2 | July 1, 2021-June 30, 2022 | |
| | An amount not to exceed | |
| | Six Hundred Seventy-Nine Thousand Nine | |
| | Hundred Forty-Six Dollars..... | \$679,946.00 |
| | Based upon the rate of Eighty-Two Dollars | |
| | and Ninety Cents per hour..... | \$82.90 |
| 6.1.3 | July 1, 2022--June 30, 2023 | |
| | An amount not to exceed | |
| | Six Hundred Ninety-Five Thousand Two | |
| | Hundred and Two Dollars | \$695,202.00 |
| | Based upon the rate of Eighty-Four Dollars | |
| | and Seventy-Six Cents per hour | \$84.76 |
| 6.1.4 | Total Compensation | |
| | Two Million Forty Thousand One Hundred | |
| | Sixty-Seven Dollars | \$2,040,167.00 |

6.2. Limitation of Payment. Compensation payable to Access is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of Access's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Access's invoices shall describe the work, services, reports, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 Access and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to Access in an amount equaling the sum or sums of money Access and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding Access's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. Access shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the services. Access shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to Access's demand for payment. The City shall not

certify fees for payment to Access until the City has determined that Access has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of Access in preparing its proposal for **RFP #6575** shall be solely borne by Access and are not included in the compensation to be paid by the City to Access under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. Access shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, reports, plans, etc. furnished to the City under this Contract. Access shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, , etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, Access shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title.

7.1. Title to each item of, reports, plans, services, etc. prepared by Access for the City hereunder shall pass to City upon City payment to Access as provided for under this Contract.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of Access, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of

them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by Access or any employee of Access, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Access or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. Access understands and agrees that any insurance required by this Contract, or otherwise provided by Access, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. Access expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Access, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. Access shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Access shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by Access and as to any award made thereunder.

8.6. In the event this Contract and/or Access's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, Access shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Access, or its subcontractor, omission or commission.

9. Access's Insurance.

9.1. Access shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by Access and such insurance has been approved by the City. Access shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have

at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, Access shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from Access's obligation under this Contract, whether such obligations are Access's or subcontractor or person or entity directly or indirectly employed by said Access or subcontractor, or by any person or entity for whose acts said Access or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Access:

9.4.1 General Liability Insurance: \$1,000,000.00 each Occurrence, **\$2,000,000.00** Aggregate and **\$2,000,000.00** Products and Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 Combined Single Limit (CSL) Any Auto, All Owned and Hired Autos.

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

Access shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** Each Occurrence and **\$1,000,000.00** Aggregate.

9.4.5 Professional Liability Insurance/ Errors and Omissions:
\$1,000,000.00 each Occurrence. **\$1,000,000.00** Aggregate.
Professional liability (also known as, errors and omissions) insurance providing coverage to Access.

9.4.6 Abuse/Molestation Liability Insurance **\$1,000,000.00** each Occurrence. **\$1,000,000.00** Aggregate. Provide coverage for allegations of abuse and/or molestation that are sexual in nature. This coverage may be included in General Liability Applicable to Access working directly with Youth/Minors.

9.5. Failure to Maintain Insurance: In the event Access fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset Access's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from Access at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: Access's General, Automobile, Abuse /Molestation and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as additional insured on a primary and non-contributory basis and provide a waiver of subrogation on all lines of coverage except Workers Compensation Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Access's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Access executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability"**. The City's request for proposal number must be shown on the certificate of insurance. Access must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Access receipt, Access shall deliver to the City a copy of Access's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, Access represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by Access of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of Access's work and services shall be secured in advance and paid by Access. Access shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon Access for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Access remains liable, however, for any applicable tax obligations it incurs. Moreover, Access represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. Access and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 Access is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any

employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 Access is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, Access shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, Access shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. Access agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Termination.

12.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of Access, Access shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Access shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Access of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

12.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by Access under this Contract shall, at the option of the City, become the City's property, and Access shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

12.1.2 Notwithstanding the above, Access shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Access, and the City may withhold any payments to Access for the purpose of setoff until such time as the exact amount of damages due the City from Access is determined.

12.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to Access. If this Contract is terminated by the City as provided herein, Access will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Access covered by this Contract, less payments of compensation previously made.

12.3. Termination for Non-Appropriation or Lack of Funding. Access acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. Access therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

12.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Access.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Access for the agreed to level of the products, services and

functions to be provided by Access under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to Access, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

123.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate Access for any lost or expected future profits.

12.4. Rights Upon Cancellation or Termination.

12.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Access shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Access shall transfer all licenses to the City which Access is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate Access for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. Access shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

12.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay Access for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Access shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Access shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and Access may negotiate a mutually acceptable payment to Access for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

12.4.3 Termination by Access. Access may, by written notice to the City, terminate this Contract if the City materially breaches, provided that Access shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, Access will be compensated by the City for work performed prior to such termination date and Access shall deliver to the City all deliverables as otherwise set forth in this Contract.

12.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

12.4.5 Delivery of Documents. In the event of termination of this Contract, (i) Access shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay Access for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

13. Ownership of Instruments of Professional Services. The City acknowledges Access's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

14. Force Majeure. Access shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

14.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

14.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Access shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

15. Subcontracting. Access shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Access's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Access and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve Access from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

15.1. Access shall be as fully responsible to the City for the acts and omissions of Access's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Access.

16. Assignability. Access shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Access from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. Audit. The City reserves the right to audit Access's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, Access shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

18. This section intentionally left blank.

19. Interest of Access. Access covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Access further covenants that in the performance of this Contract no person having any such interest shall be employed.

20. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and Access.

21. Independent Contractor Relationship. The relationship between the City and Access is that of client and independent contractor. No agent, employee, or servant of Access shall be deemed to be an employee, agent or servant of the City. Access shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors

during the performance of this Contract. It is the express intention of the parties hereto, and Access hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Access hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and Access or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Access hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Access shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

22. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

23. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

24. This section intentionally left blank.

25. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and Access and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's RFP #6575; **(ii)** Addendum #1 to the City's RFP #6575; **(iii)** Addendum #2 to the City's a RFP #6575; and **(iv)** Access's Response to the City's RFP #6575.

25.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

25.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

26. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. Access agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, Access shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

27. Binding Agreement. The City and Access each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

28. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

29. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

30. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or Access, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Access: Access Rehab Centers, LLC
22 Tomkins Street
Waterbury, Connecticut 06708

City: City of Waterbury
c/o Director of Pupil Services
236 Grand Street
Waterbury, CT 06702

31. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

31.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in

exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

31.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

31.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, Access or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

31.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

31.5. Upon a showing that a subcontractor made a kickback to the City, Access or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

31.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 31.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 31.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

31.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 31.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

31.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 31.1-31.7.

31.9. Access is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

31.10. Access hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/9569/9605/9613/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Current to 12/31/2015". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

31.11. Access is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

31.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations

or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

31.13. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

31.14. Prohibition Against Contingency Fees. Access hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

31.15. Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to Access set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Access records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

ACCESS REHAB CENTERS, LLC

By: _____
Brian Emerick, President

Date: _____

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ATTACHMENT A

1. RFP # 6575, for Speech and Language Therapy Services, consisting of 10 pages,

excluding Attachments, attached hereto.

2. Addendum #1 to RFP #6575, issued February 13, 2020, consisting of 1 page, attached hereto.
3. Addendum #2 to RFP #6575, issued February 20, 2020, consisting of 9 pages, attached hereto.
4. Access' Response to RFP #6575, dated February 24, 2020, consisting of 62 pages, attached hereto.
5. Access' Revised Cost Proposal, dated April 28, 2020, consisting of 3 pages, attached hereto.
6. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, attached as part of Access' Response.
7. Certificates of Insurance, attached as part of Access' Response.
8. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference.
9. All licenses, incorporated by reference.

REQUEST FOR PROPOSAL #6575
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Speech and Language Therapy Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor, proposer, or contractor to provide:

Up to 13,670 hours of speech and language therapy each year to the Waterbury School District to students ages 3-21 with speech and language therapy needs and other related work under the direction of District personnel for a three year period commencing on or about July 1, 2020 through June 30, 2023.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, professional proposers to provide speech and language therapy, testing and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic Individualized Education Program (IEP) and data collection systems.
4. Ability to provide experienced, Connecticut (CT) certified, licensed and qualified speech and language pathologists to the District upon request without delay to fill immediate and changing needs of the District in both in school and in-home settings.

5. Ability to provide speech and language pathologists who have master degrees or doctorates in speech and language pathology from an accredited post-secondary institution, CT Health Department licensure and CT State Department of Education certification as required by law.
6. The speech and language pathologists provided have experience working with children ages 3-21 in the fields of speech and language therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.

C. Scope of Services

1. The proposer agrees to provide up to 13,6705 total hours of speech and language therapy and related services to students, ages 3-21, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will insure that all pathologists working in the District have had satisfactory

- criminal background checks, drugs tests and dcf registry checks as required under law and will provide the District proof upon request.
3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
 4. The speech and language pathologists provided by the Proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
 5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
 6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to District administrative staff prior to public review.
 7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
 8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
 9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2020 – June 30, 2023.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on February, 18, 2020**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by February 20, 2020 by 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education.

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the

instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines,

answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Attachment B.
15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.
16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on February 24, 2020.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single **hourly rate, for each year for three years** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.
- h. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements

NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

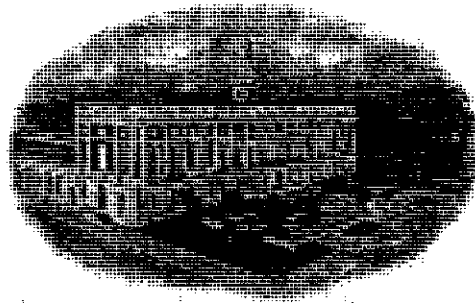
State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

February 13, 2020

RFP #: 6575

Project Title: Speech and Language Therapy Services

As a point of clarification, the Proposal Due Date has been extended to February 26, 2020 at 10:30 a.m. in order to allow ample time to respond from the date questions are released.

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

February 20, 2020

RFP #: 6575

Project Title: Speech and Language Therapy Services

1. Question: Can you please provide the current rates for an SLP?

Answer: We have two vendors currently supplying SLP services: Our current vendor, Access Rehab Center, LLC SLP hourly rate is \$79.30; our other current vendor EBS Healthcare Inc. SLP hourly rate is \$73.00.

2. Question: How many FTE SLPs do you have working on the current contract?

Answer: Approximately 9 FTE SLPs depending on the hours of the SLPs provided by the vendors.

3. Question: Who are the current awarded agencies who have this contract?

Answer: See answer above

4. Question: Under Section 3.8 Reporting Requirement, we are unsure as to what to put next to "...shall deliver periodic, _____, written reports...." We usually leave this up to the discretion of the school system. Also, next to "each report shall be signed by _____", is this someone from our agency who will be signing these? Under Section 5, Project Milestone #1 and #2, these requirements we usually leave up to the school system to determine the timetable. Are we able to leave this blank?

Answer: Yes, leave blank. The RFP asks if the vendor is prepared to sign an agreement at the time of the proposal submission pursuant to Section E.2.

5. Question: While all therapists will be licensed and located in Connecticut, is it your preference for the vendor to have an office in the State of Connecticut?

Answer: Having an office in the state would provide better accessibility but it is not a requirement.

Question 6. Does the district intend to award to a single vendor or to multiple vendors?

Answer: It depends on the proposals received.

Question 7. On page 2, under "Scope of Services", it reads "The proposer agrees to provide up to 13,6705 total hours." This number seems incorrect. Can you please verify this is the correct number of hours a vendor has to supply?

Answer: 13,670 hours per year.

Question 8. Can you also please tell us the average weekly hours for the SLPs? i.e. are hours full-time or part-time?

Answer: Most are fulltime, some are part-time, depending on the SLPs supplied by the vendors and the district needs.

Question 9. How many SLPs do you currently foresee needing?

Answer: Approximately 10 FTEs.

Question 10. Would you consider certified speech therapy assistants such as SLPA or CFY?

Answer: Not SLPAs but we would consider a Certified First Year (CFY) if the vendor provides the supervision required.

Question 11. What would be the average student caseload and number of schools served by the SLP?

Answer: It depends on the assignment and the needs of the students.

Question 12: How many working days will the SLP work during the school year (For Example: 180 days or less)?

Answer: 181 days or less during the school year and up to 20 days in the summer.

Question 13: Would Waterbury School District consider online tele-speech therapy services?

Answer: Prefer not to at this time.

Question 14: Per the bottom of page 6, I understand that the proposal must be "bound, paginated, indexed, and numbered". Do you also require proposals to be submitted in a 3-ring binder with divider tabs?

Answer: No.

Question 15: Per page 8, I understand that the Cost Proposal must be kept in a separate envelope. Do you require the same amount of copies for the cost proposal as with the Technical Proposal? Or will only one (1) copy of the Cost Proposal suffice?

Answer: Same number of copies should be supplied of the cost proposal as the technical proposal.

Question 16: Do you require the cost proposal to be shipped in a separate envelope, or can we place both the cost and the technical proposals in the same box with both being in separate packaging inside the box? This method will help us save on shipment costs.

Answer: You can place both being in separate packaging inside one box.

Question 17: I understand resumes of our candidates must be submitted with the proposal. Will we be in violation or be liable for any penalties in case one of the candidates we supply finds another position prior to our company being awarded?

Answer: No.

Question 18: In relation to the previous question, in case our candidates secure another position prior to award announcement, do you require vendors to guarantee the provision of therapy services, or is it understood that vendors will begin recruiting on a best efforts' basis?

Answer: We expect the vendor to supply the services when we need them for the contract period as the contract to be signed by the parties will require.

Question 19: Also in relation to the previous question, can the vendor incur in any other penalties or be liable for any other damages for not having a contracted provider available upon your school's request in a timely manner or would your school terminate the RFP contract with the vendor?

Answer: The contract determines the rights of the parties.

Question 20: I understand that responses to questions will be available on the eProcurement website by February 20th; however, proposals are due the following Monday on February 24th. Will you please consider extending the due date or releasing responses to questions earlier in order for vendors to have enough time to mail / ship their proposals?

Answer: A brief extension for filing the proposals is granted to February 26, 2020 at 10:30 am. See Addendum I.

Question 21: What would be the payment terms of Waterbury School District (Net 30)?

Answer: The payment terms are set forth in the sample contract.

Question 22: If Waterbury School District will find a permanent employee of the district and our services will no longer be needed, will the school provide the awarded vendor with a 30 day out termination written notice?

Answer: The contract dictates the legal obligations of the parties.

Question 23: To complete the provision of speech therapy services, are testing/evaluation materials provided by Waterbury School District OR the Vendor?

Answer: The school district provides the testing/evaluation materials but the vendor may provide materials as well.

Question 24: Will your school provide laptops/computers and/or an email account to the contracted providers during their assignment?

Answer: Yes, to the extent they need them and they are available.

Question 25: Will the speech therapists have access to internet capabilities, computers/laptops/iPads, office supplies, fax/copy machine at Waterbury School District?

Answer: Yes, to the extent they need them and they are available.

Question 26: Would the district pay for mileage travelling between school campuses on the same day? If so, what will be the district IRS Standard Rate?

Answer: No.

Question 27: Can you provide the current incumbent vendor(s) names and fee rates providing the SLP services? Has your current vendor(s) been able to satisfy your service needs?

Answer: See answers above. For the most part, the vendors have been able to satisfy our needs.

Question 28: When is the anticipated award date?

Answer: Soon after the proposals are reviewed by the Special Education Department and by the Purchasing Department.

Question 29: On page 3, the RFP states "The proposer shall provide reports to the District administrative staff prior to public review". Can you please clarify on this statement as to what reports?

Answer: Evaluations, assessments or other reports relating to students or those indicated by administration prior to review by third parties. Student information is governed by confidentiality rules under federal law.

Question 30: Is it required for our therapists to train district staff?

Answer: Yes, training of support staff may be required as well as SLP staff.

Question 31: Re. the Bid 6575 for Speech and Language Therapy Services, who is providing the services currently?

Answer: See answer above.

Question 32: What is the current rate for these services?

Answer: See answer above.

Question 33: Hello, Will you accept bids for speech therapy services delivered via tele practice modality?

Answer: Prefer not to at this time.

Question 34: Why is the district utilizing a solicitation for the services requested in this bid?

Answer: See the Waterbury Procurement Ordinance.

Question 35: Will there be a pre-bid meeting for interested vendors to attend?

Answer: No.

Question 36: How many vendors does the district expect to award a contract to for the services requested in this solicitation?

Answer: See answer above.

Question 37: Can the district please clarify how needs for contractors will be disseminated to vendors post award?

Answer: The special education supervisor for speech language pathologists and the Director of Pupil Services will communicate with representatives of the vendor.

Question 38: Can the district please provide points or percentages for the evaluation criteria?

Answer: Please refer to the RFP Section I, Evaluation of Proposals; Selection Process.

Question 39: How many references does the district require?

Answer: Section I in the RFP refers to Section H2b in the RFP which requires a listing of all projects completed within the last three years as well as projects of a similar nature to those included in the scope of services in this RFP. Under Section I, the City can contact those listed in Section H2b in assessing the experience, expertise and capabilities of the proposers. There is no required number set forth in the RFP.

Question 40: Can the district please clarify if you would like the names of the total school contracts in the last 5 years throughout our entire company or just the state of CT?

Answer: See answer to question above. Ultimately it is up to the proposers what they include in their listing of projects.

Question 41: Can the district please provide incumbent information, and current bill rates, for contracts in place for similar services?

Answer: See answer above.

Question 42: What is the expected amount of FTE contract, vendor supplied SLP's utilized during the 2020-21 SY?

Answer: Approximately 10 FTE SLPs.

Question 42: Can the district please provide the total amount of FTE contract, vendor supplied SLP's utilized during the 2018-19 SY?

Answer: Approximately 8-9 FTEs

Question 43. Will the district accept SLP Clinical Fellows?

Answer: Yes if supervision is provided by the vendor.

Question 44: If yes, does the district have supervision for the Clinical Fellows?

Answer: No.

Question 45: Will the district accept Clinical Fellows if the Vendor has supervision in place?

Answer: See answer above.

Question 46: Can the district please describe the supplies and materials that contracted providers will have access to at the district? (wifi, computer access, testing material, office supplies, etc.)?

Answer: See answer to question above.

Question 47: What travel between schools is expected for these providers?

Answer: It depends on the needs of the District.

Question 48: Can the district please clarify expectations of homebound instruction (i.e. will certain SLP's only be working in the home, or is it specifically just in the instance a student is unable to make it to school)?

Answer: It depends on the needs of the District and the number of students on homebound who need speech and language services. It is unlikely that an SLP will only be working in the home.

Question 49: Can the district please clarify where Attachment C can be located?

Answer: It is a one page document in the bid package.

Question 50: Can the district please confirm that there are no mandatory State Set-Aside requirements for this solicitation?

Answer: There are no state set aside requirements for this solicitation.

Question 51: Is this bid expected to be a single vendor or multi-vendor award of the contract?

Answer: It depends on the proposals submitted.

Question 52: Is the Professional Services Agreement doc, which lists Sign Language Interpreter in 1.1 section, required to be filled out by proposer and included in the Bid submittal?

Answer: No, see answer above.

Question 53: When will the contract be awarded and how will vendors be notified?

Answer: See answer above. Vendors are notified by letter from the Purchasing Department.

Question 54: Who are the current agencies you are working with to provide speech and language therapy Services?

Answer: See answer to question above.

Question 55: Have these vendors been able to meet all of your needs?

Answer: See answer to question above.

Question 56: How many contracted speech pathologists do you anticipate needing for the remainder of the 2019/2020 school year?

Answer: We do not need any additional SLP services than what we already have for the 2019-2020 School year. The RFP covers a three year period from July 1, 2020 through June 30, 2023.

Question 57: Will the positions be fulltime or part time?

Answer: See answer to question above.

Question 58: What are the current hourly billing rates for speech pathologists by vendor?

Answer: See answer to question above.

Question 59: Do you require that speech pathologist candidate resumes and/or licensure be submitted with the proposal?

Answer: See RFP Section H 2 (c).

Question 60: Will Assigned speech pathologists have access to materials, supplies, equipment, evaluation kits and protocols provided by your schools?

Answer: See answer to questions above.

Question 61: Will assigned speech pathologists have access to computers/laptops and printers provided by your schools?

Answer: See answer to questions above.

Question 62: Do you require vendors to guarantee the provision of services or it is understood that we will begin recruiting on a best efforts basis?

Answer: It is expected that the vendor will be able to provide the services as set forth in the RFP.

Question 63: Can pricing increase during the term of the contract?

Answer: The RFP requests hourly rates from vendors for three years. Once the vendor agrees to rates for three years and the City accepts the vendor's proposal, those rate cannot be changed and will be included in a three year contract between the vendor and the City.

Question 64: While drafting the proposal for this bid, we came cross the request below which states, "a listing of all projects proposer has completed within the at 3 years must be provided." We work with hundreds of clients public schools, charter schools, clinics, etc.. and thousands of students across

the country. We currently do not have any active contract in Waterbury, CT, but is this proposal wanting the date of service, nature of service and client contact information for every service line we provide? This would essentially be data that wouldn't be requested as this would take extensive efforts in compiling all this information. We staff related services ranging from Speech, OT, PT, PSY, LDTC, SW, COU, BCBA, ABA, RBT, Nurses, Special Education Teacher, General Education Teachers, etc., both virtually and in-person to students in different states based on the school's need and the student's IEP. I wanted to make sure I understand this section of the proposal before moving forward. If you are not the correct person I should be reaching out to, please let me know. I look forward to any feedback you may be able to provide.

Answer: It is up to the proposer as to what is contained in their proposal.

Question 65: Can you confirm the estimated number of hours are up to 13,670?

Answer: Yes, up to 13,670 hours annually.

Question 66: Are these services new?

Answer: No, but some hours have been added.

Question 67: If not new, are there current vendors?

Answer: See answer to question above.

Question 68: If current vendors, are you satisfied with their performance?

Answer: For the most part, yes.

Question 69: Is this for a single vendor, or multiple vendors?

Answer: It depends on the proposals received.

Question 70: What are the current bill rates?

See answer to question above.

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury



February 24, 2020

Mr. Kevin McCaffery
Director of Purchasing, City of Waterbury
235 Grand Street,
Waterbury, CT 06702

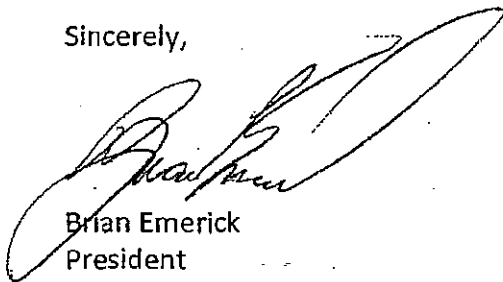
Dear Mr. McCaffery,

As the President of ACCESS REHAB CENTERS, I would like to convey the continued pleasure it has been to assist the Waterbury School System over the past years in striving to provide the best possible school experience for our community's children. We have felt a strong sense of partnership with the Waterbury School System administration, and appreciate the opportunity to submit our proposal for future school staff services.

ACCESS REHAB CENTERS continues to have the largest pool of physical, occupational and speech therapists in the Greater Waterbury area. We have expanded our extensive network of provider relationships with regional school systems. We now have twelve outpatient centers, including two very active pediatric sites. We provide pediatric outpatient services and Birth to Three services throughout the Greater Waterbury area and provide all the inpatient therapy at Waterbury Hospital. We have seen year over year increases in patient visits every year of our existence.

Please feel free to contact me directly if you have any questions or would like further clarification on any of the information contained in this bid proposal.

Sincerely,



Brian Emerick
President

(203) 419-0381 Ext. 222

Corporate Office & Clinic: 22 Tompkins Street, Waterbury, CT 06708 Ph: (203) 419-0381 Fax: (203) 419-0389

650 Wolcott Road
Wolcott, CT 06716
Ph: (203) 879-6700

690 Main St S, Suite 5
Southbury, CT 06488
Ph: (203) 267-4060

305 Church Street
Naugatuck, CT 06770
Ph: (203) 723-4010

134 Grandview Avenue
Waterbury, CT 06708
Ph: (203) 573-7130

715 Lakewood Road
Waterbury, CT 06704
Ph: (203) 759-1122

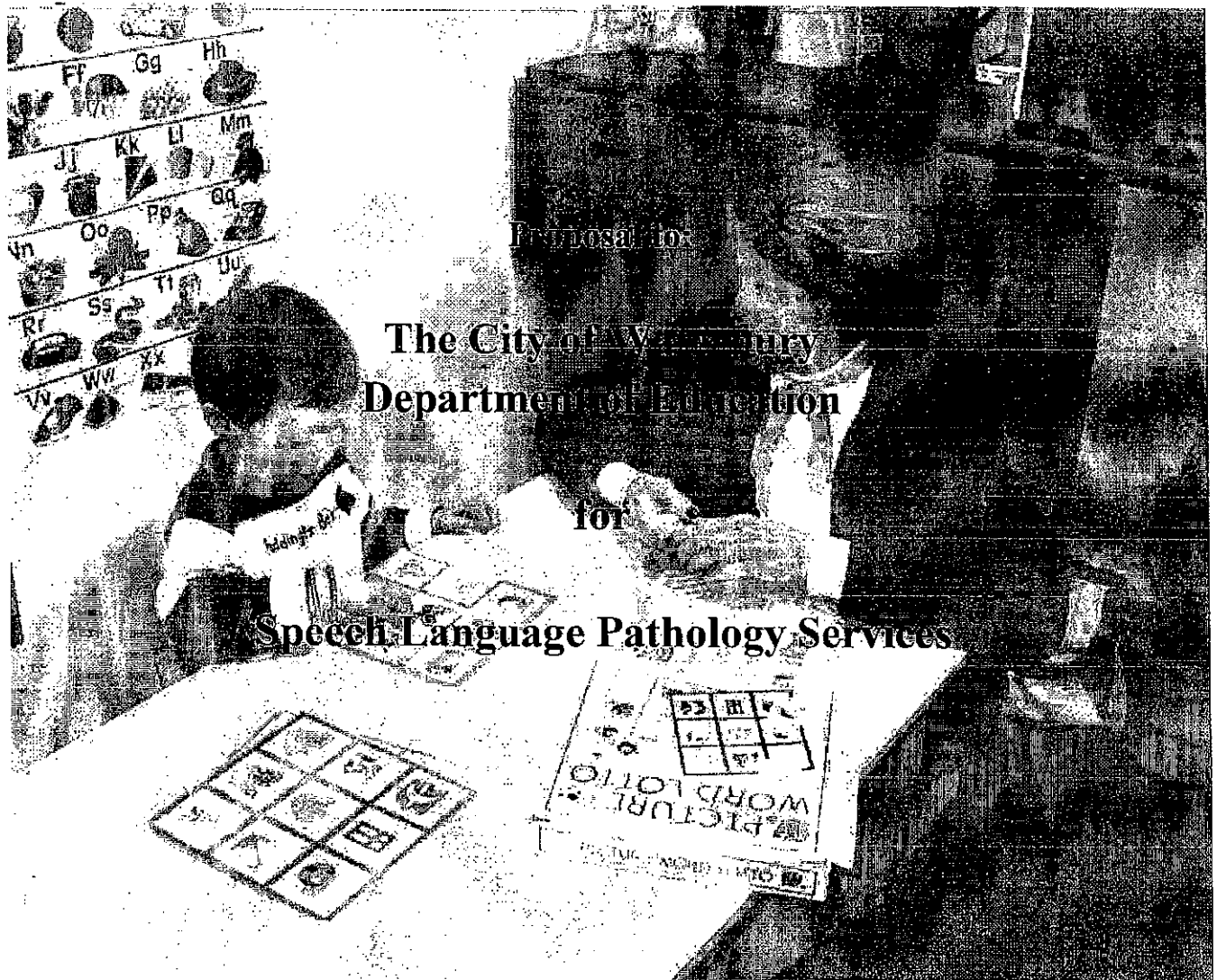
Inside Waterbury Hospital
64 Robbins St., Waterbury
Ph: (203) 573-6041

1625 Straits Turnpike
Middlebury, CT 06762
Ph: (203) 598-0400

84 Oxford Road
Oxford, CT 06478
Ph: (203) 881-0830

131 Main St., Suite 105B
Thomaston, CT 06787
Phone: (860) 283-4700

2154 East Main Street
Waterbury, CT 06705
Ph: (203) 575-0516



Submitted by:



22 Tompkins Street
Waterbury, CT 06708
February 24, 2020

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Attachment A - 5 Year History of School Contracts

Attachment B - Personnel Listing and Resumes

Attachment C - Corporate Resolution

Attachment D - Organizational Chart

Attachment E - Certificate of Liability Insurance

Attachment F - Completed City of Waterbury Disclosure Forms

Preface

Access is pleased to offer this proposal for the opportunity to continue providing Speech and Language Therapy Services to the Waterbury School Systems for years 2020-2023.

We are committed to keeping our services as cost effective to the City as possible, consistent with the services and added-value we feel we offer.

As a provider with home offices in Waterbury, we are invested in and committed to assisting the Waterbury School District in doing what's right for the children of our City.

Access Rehab Centers thanks the Waterbury School System for the opportunity to submit this proposal.

Founded in 1998, Access Rehab Centers was formed by combining the long-standing therapy programs at Waterbury Hospital and at Easterseals of Greater Waterbury. The combination of these two therapy programs produced a "hybrid" company that continues to be extremely successful. Access Rehab Centers has enjoyed dramatic growth since its inception. The company's commitment to quality has allowed for ongoing CARF accreditation, consistent growth in patient volumes, the expansion of the company into other therapy delivery models, as well as managing other hospital therapy delivery systems.

Access Rehab Centers has garnered and maintained a reputation for producing high quality programs in a cost-efficient manner. We regularly experience extremely low staff turnover as we strive to hire therapists who value doing quality therapy. Access Rehab Centers now provides staffing, management, and clinical leadership to therapy programs in several area school systems, twelve outpatient programs, inpatient services at Waterbury Hospital, Birth to Three services for the Greater Waterbury area and an extensive pediatric program which extends from the NICU unit through outpatient and school-based programs.

Our company has performed services for the Waterbury School District for many years. During this time we have developed a substantial understanding of the needs of the District and its teachers. With our home offices based in Waterbury, our management team is dedicated to being highly responsive to Waterbury Schools to maintain a successful collaborative relationship.

Meeting All Qualifications

Access Rehab Centers **fully meets and complies with the qualifications** outlined in the Waterbury School District RFP Section B:

1. We have experience and expertise in providing similar services. (*see Section 2b section on Relevant Experience*)
2. We have a proven track record in providing these types of services to similar school districts. (*See Attachment A for the school contracts we have serviced over the last 5 years.*)
3. We possess the required knowledge and experience with federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy services.
4. We can and will provide experienced, Connecticut licensed and qualified speech and language pathology therapists to the District upon request without delay to fill immediate and changing needs of the District both in school and in home settings.
5. We can and will provide speech and language pathology therapists having undergraduate degrees and master's degrees in speech and language pathology from an accredited post-secondary institution, CT Health department certification and CT State Department of Education certification as required by law.
6. The speech and language pathology therapists we will provide have experience working with children ages 3-21 in the field of speech and language pathology therapy.
7. As evidenced by the therapist resumes in ATTACHMENT B, our proposed therapists have training and experience in the school setting and individual experience in the provision of speech and language pathology therapy services to students with disabilities.

Our retention rate for staff has continually been above 90% annually.
Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

8. Therapists Access will provide have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathology therapist provided will follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Each speech and language pathology therapist will provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

Scope of Services

Access Rehab Centers will provide up to 13,670 hours of speech and language pathology therapy services.

Acceptance of RFP Terms and Conditions

In accordance with Waterbury School District requirements, Access Rehab Centers has reviewed and will be prepared to sign, prior to the execution of a contract with the City, the items and forms included in the Contract Compliance Packet.

Access Rehab Centers accepts the City's standard agreement language.

Access Rehab Centers represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly the preparation of this proposal.

As requested in RFP section B, Qualifications, please find a list of school contracts Access Rehab Centers has serviced in the last 5 years as **ATTACHMENT A**.

Cost Proposal

Please see separate sealed envelope marked
"Confidential: Cost Proposal"

Experience/ Financial Stability

Access Rehab Centers is a legal entity, duly organized, valid and in good standing under the laws of Connecticut and is in full compliance with all federal and state obligations related to our organization.

Access Rehab Centers is accredited by the Commission on Accreditation of Rehab Facilities (CARF). This includes a self-imposed, stringent, on-site audit of all of our outpatient programs. Our inpatient and VNA staffing programs meet or exceed the standards imposed by the Joint Commission on Accreditation of Healthcare Organizations.

Access Rehab Centers has yearly full accounting audits performed through an independent certified public accounting firm.

Our staff is highly experienced in the regulatory requirements for the provision of therapy services in multiple settings including school system services.

Our firm conducts a regular "Information Outcomes Measurement System" that includes rigorous outcomes studies for all areas of practice. Individual Quality Indicator reports are generated as requested by specific service contracts. These reports are tailored to the regulatory requirements of each .

Access Rehab Centers has provided Speech and Language Pathology Therapy Services in the Waterbury School System for the past six years, as well as Occupational and Physical Therapy Services for the last fourteen.

Access Rehab Centers has grown in size and scope every year of its existence. We continue to provide staffing, management and clinical leadership to therapy programs in several area school systems, inpatient services at Waterbury Hospital, Birth to Three services for the Greater Waterbury, and an extensive pediatric program. We continue to add or grow specialized services such as Pediatric Feeding, Women's Health and treatment of Parkinsons and Multiple Sclerosis conditions, with more expansions

Management Team

Access Rehab Centers is fully committed to supporting the Waterbury School District program. Our administrative staff is experienced in the provision of therapy services and in the recruiting, development and maintaining of strong teams of clinicians supporting multiple settings.

The administrative team will be available to be reached on a 24 hour basis, seven days a week to assist as needed. This team includes, but is not limited to:

Brian P. Emerick, MBA, MSOT (President):

After internships in acute hospital, rehabilitation services and long-term care psych services, Mr. Emerick worked as staff therapist in a rehabilitation hospital. From this position Mr. Emerick obtained a position with a healthcare company that specialized in contracted therapy programs to state agencies. Mr. Emerick served as a consultant and program developer in numerous states and facilities including Delaware, Oregon, Florida, Pennsylvania, Kansas, Tennessee, Indiana and Connecticut. These programs served developmentally delayed individuals ranging in age from childhood through late adulthood. Mr. Emerick has extensive experience in systems development, contractual services, and in the building of strong customer relationships. Mr. Emerick will serve as a primary administrative contact for Waterbury Schools.

Harvey Heyman, MBA (Business Planning Manager):

Mr. Heyman received a degree in pre-med before receiving his MBA, and has spent more than half of his 30+ years professional career in the medical/healthcare field. He served as Product Marketing Manager for a Fortune 500 medical imaging firm, was Strategic Planning Manager for a Fortune 200 company, and founded his own management consulting firm operating in the areas of customer needs and satisfaction. Mr. Heyman has experience in business contract relations, and additional experience managing the design and implementation of enterprise IT solutions.

Additional to Mr. Emerick, Mr. Heyman will serve as a primary administrative contact for the Waterbury School District.

Lynette Wittmer, RPT: (Manager of Birth to Three Services and Lead Outpatient Pediatric Therapist).

Ms. Wittmer has extensive experience in all facets of pediatric services. She has developed the current Neonatal Intensive Care Unit therapy program for Waterbury Hospital. Ms. Wittmer has coordinated the physical therapy services for Birth to Three for the Greater Waterbury area and has many years of experience with pediatric outpatient services. Ms. Wittmer has experience working with several local area schools as well as other CT school regions.

Nancy Renner, OTR/L (Program Manager, Waterbury School Contract):

Ms. Renner is currently the on-site manager for the Waterbury School Physical and Occupational Therapy Contract, while also carrying a full caseload. Ms. Renner received her BS in Occupational Therapy from Quinnipiac University, and has worked primarily in school-based settings for 30+ years. Ms. Renner has held supervisory roles since 1991. She has overseen all aspects of Access Rehab school-based therapist services ensuring adherence to contract terms while holding monthly team meetings that provide professional development.

John J. Gevinski, M.D.: (Medical Director for Access Rehab Centers for the past 21 years)

Dr. Gevinski is a specialist in physical medicine and rehabilitation. He has extensive experience working with therapists within a multi-disciplinary model and meets weekly with Access therapists for patient case rounds. Dr. Gevinski received training in adult and pediatric physical medicine at the Rusk Institute and the NYU Medical Center. He has additional training in internal medicine at the Yale Internal Medicine Program. Dr. Gevinski is a member of the Waterbury Hospital medical staff.

Lynne Zailckas, COTA (Contract Coordinator):

Ms. Zailckas has been with Access Rehab Centers for 22 years. She has extensive experience with contracting therapy services as well as a background as a legal assistant. Ms. Zailckas is also an Occupational Therapy Assistant.

Access Rehab Centers currently provides an ongoing connection through an on-site lead Program Manager, as well as priority contact numbers for the clinical lead for pediatric services, the President, and the Business Planning Manager. Administrative staff continues to perform regular quarterly reviews and Quality Indicator Reports to ensure early detection of any problems or opportunities for improved services.

Our objective is always to have our employees function as if they were your employees. Our management process is designed to partner with you in the achieving of your facilities' goals. Our services include:

- **Staffing Resources and Management:** Access Rehab Centers' locally-based administration is available to ensure quality and consistent staffing for all services contracted. In addition, should the Waterbury School system or its affiliated programs be interested in contracting Access Rehab Centers for therapy staffing beyond the scope of this agreement, we are available to recruit additional positions as needed.
- **Clinical and Staffing Adjustments:** Should specific requirements for clinical skill sets become evident in the future Access Rehab Centers will strive to recruit or develop the necessary skills sets required.
- **Clinical Education:** Full-time Access Rehab Centers' staff members each have a \$1,500 yearly continuing education budget to be used to maintain and grow their clinical expertise. In addition, Access Rehab Centers sponsors two continuing education courses each year. Our staff are encouraged to attend the sponsored courses.
- **Clinical staff** will participate in all organization quality improvement programs as well as develop any additional quality improvement initiatives as requested by the school-based program.

Access Rehab Centers has a long history of successfully partnering with the Waterbury Public School District in the development and implementation of therapy programs. Our current program already has in place the majority of the staffing systems, IT infrastructure, staff training mechanisms and management oversight that will be needed.

Service Philosophy/Service Continuity:

Therapists assigned to this contract will serve to act essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

Staffing and Initiation of Services:

Recruiting: We currently have a majority of the requisite speech and language pathology therapists needed in place in the District. We have been successful in identifying additional individuals expressing strong interest to join Access to fill out our staff in providing the full District need.

- A. Should additional staff be needed to fill this contract to meet Waterbury School system's exact needs, Access Rehab Centers would undertake major recruiting efforts to include extensive advertising, networking, meetings with current therapy providers, and additional recruiting events.

- B. Interviewing and Hiring: The interview process would strive to be a cooperative effort between the Waterbury School systems and Access Rehab Centers Administration. Candidates would be screened by Access Rehab Centers and then presented for review by School System representatives.
- C. Training of Staff: Contracted hours would begin at whatever point that the school system would deem appropriate. Staff would be made available prior to commencing routine work to ensure they are oriented and in-serviced in the job duties as well as the facility policies and procedures. Access Rehab Centers' administrative staff would be available, at no additional cost, to assist with the planning and coordination for the initiation of services and orientation of newly hired therapists. Whenever possible, orientation and training materials would be provided to newly hired therapists well in advance so as to maximize the training experience and minimize the time required for the training process.
- D. Orientation to Caseloads: Staff will be made available and Access Rehab Centers administrative staff will assist as needed, in ensuring that the process of orientation is as complete as necessary, but as brief as possible.
- E. Initiation of Services: The therapists that will be assigned to this contract will be available to serve essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

Direct Response to RFP
Requirements

1. Proposer Information

- a. Firm Name: Access Rehab Centers, LLC
- b. Address: 22 Tompkins Street, Waterbury, CT. 06708
- c. Date Form Organized: October, 1998
- d. Form of Ownership: LLC
- e. Years Providing Services: 22 years
(See Management Team section for full Management Group)
- f. Access Rehab Centers Board Chair: Lester Schindel– Interim
President and CEO, Waterbury Hospital
Board Secretary: Patricia Gentil

2a. Philosophy Statement and Business Focus

Access Rehab Centers is recognized for the high quality of care provided by therapy clinicians throughout all of the areas of service provision provided by the company. Quality of care and customer service are the foundations of Access Rehab Centers' dramatic growth as a company. Access Rehab Centers specializes in meeting the needs of facilities that require Occupational Therapy, Physical Therapy or Speech Language Pathology services. The primary focus for the company has been management of programs, school based staffing, inpatient hospital care, outpatient adult and pediatric services, and Birth to Three services. Future growth for the company will be focused on two primary markets: school-based contracting services and program management for large healthcare facilities.

2b. Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed in the last 3 years includes:

School-based:

1. **CREC, ATTN: Janet Scialdone, 111 Charter Oak, Hartford, CT 06106.**
 - Service provided: Speech @ E.C. Vinal Tech and Goodwin Tech.
 - Contract periods include:
 - a. 8/1/2016 – 6/30/2017 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$38,811.
 - b. 8/1/2017 – 6/30/2018 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$23,635.
 - c. 8/1/2018 – 6/30/2019 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$61,525.
 - d. 8/1/2019 – 1/7/20. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$27,736.
2. **Naugatuck Public School, ATTN: Brian Mariano, Athletic Director, 543 Rubber Ave., Naugatuck, CT 06770.**
 - Service provided: Athletic Trainer.
 - Contract periods include:
 - a. 8/1/2017 – 6/30/2019. Contract es in place and has since expired. Services were started on time and was within budget. Gross amount of contract/billing was \$73,000.

3. Waterbury Public Schools, 236 Grand Steet-2nd floor, Waterbury, CT 06706.

Services provided: PT/OT and Speech

- Contract periods include:

- a. 7/1/2014 – 6/30/2017. Contract was in place and has since expired. Services started on time. Gross amount of contract was \$4,223,965.

Services provided: PT/OT

- Contract periods include:

- a. 7/1/17-6/30/20. Contract is in place and is active. Gross amount of contract is \$2,671,745

Services provided: Speech

- Contract periods include:

- a. 7/1/17-6/30/20. Contract is in place and is active. Gross amount of contract, including Amendment expect to be = \$1,734,665.

4. Westover School, ATTN: Tiz Mulligan, Athletic Director, P.O. Box 847, Middlebury, CT 06762. Service provided: Athletic Trainer.

- Contract periods include:

- a. 8/1/17-6/30/2020. Contract is currently in place and is active. Services were started on time and will be within budget.

Early Intervention Based:

- Easterseals Rehab Center of Greater Waterbury, 22 Tompkins St., Waterbury, CT 06708

Services Provided: Birth to Three Based Physical and Occupational Therapy, Speech and Language Pathology Services

Service Dates: 10/1998 – Present

Agreement in Place Currently: Yes

Started on time and in budget as per agreement requirements: Yes

- Creative Interventions, 15 School St., East Granby, CT 06026

Services Provided: Birth to Three Based Physical Therapy

Service Dates: 7/2013 - current

Agreement in Place Currently: Yes

Started on time and in budget as per agreement requirements: Yes

Hospital-based:

- Waterbury Hospital, 64 Robbins St., Waterbury, CT 06708
Services Provided: Inpatient Hospital Physical and Occupational Therapy and Speech and Language Pathology Services
Service Dates: 10/1998 - current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes

Homecare-Based:

- All About You Home Care, CHCS LLC, 21 Church Street, Naugatuck, CT 06770
Services Provided: Home Care Occupational Therapy
Service Dates: 2/2017 -5/2018
Agreement in Place Currently: No
Started on time and in budget as per agreement requirements: Yes
- All Pointe Home Care, 675 West Johnson Ave., Cheshire, CT 06410
Services Provided: Homecare Physical and Occupational Therapy
Service Dates: 6/2017-current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes
- Lutheran Home of Southbury, 990 Main St. N, Southbury CT 06488
Services Provided: Speech and Language Pathology Services
Service Dates: 7/2017 – 8/2017
Agreement in Place Currently: No
Started on time and in budget as per agreement requirements: Yes
- VNA Health at Home, 27 Siemon Company Drive, Suite 101, Watertown, CT 067955
Services Provided: Home Care Physical and Occupational Therapy and Speech Therapy
Service Dates: 2/2017 – current
Agreement in Place Currently: Yes

Started on time and in budget as per agreement requirements: Yes

Management Contract:

- Easterseals Rehab Center, 22 Tompkins St., Waterbury, CT 06708
Services Provided: Outpatient Physical, Occupational and Speech Therapy Management for Easterseals Meriden location.
Service Dates: 7/2013 – current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes

2c. Personnel Listing

Please see **ATTACHMENT B** for Personnel Listing and Resumes.

2d. Conflicts of Interest

Access Rehab Centers does provide outpatient pediatric services to patients throughout the Greater Waterbury area. Access Rehab Centers accepts almost all insurances and, as such, provides a relatively unique resource to the children of Waterbury. It is important that Access Rehab Centers continue to provide this outpatient support. Previous agreements with school systems, including the Waterbury School system, have allowed this provision to be met by the assurance that no therapist working for Access Rehab Centers would provide outpatient services to a child to whom they provide services in the school system. It is our belief that this arrangement meets the intent of the conflict of interest clause.

3a. Organizational Qualifications

Company:

Access Rehab Centers has provided therapy staffing to schools for many years. We have extensive experience in pediatric service provision throughout the entire spectrum of services including; neonatal services, Birth to Three services, specialty clinics that provide pediatric feeding groups, pediatric aquatics, general outpatient pediatric services, and school-based services. We also have on staff a certified assistive technology specialist.

Please see **ATTACHMENT D** for a complete Organizational Chart.

Personnel:

All staff provided under this contract will have an undergraduate degree and master's degree in Speech and Language Pathology from an accredited post-secondary institution, CT Health Department certification and CT State Department of Education certification. Preference will be given to those having Spanish bilingualism.

Each Speech and Language Pathology Therapist provided will have expertise in the principles, methods and procedures used to determine need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.

All therapists that would be assigned would have at minimum, the prerequisite one year minimum experience and will have worked previously in a pediatric or school setting. With Waterbury School system's full prior agreement only, highly qualified Clinical Fellows will also be considered under certain conditions, working under the supervision of Access licensed therapists.

Retention/turnover rate:

The retention rate of all Speech therapists at Access Rehab Centers has always been above 90% annually.

3b. Work Plan/Service Delivery Model

Therapists assigned to this contract will work under the direct guidance or direction of district personnel. They will provide services to assigned case loads and perform other responsibilities including but not limited to

participation in PPT meetings and other activities to meet district requests or responsibilities. They will collaborate, train, assist and consult with Waterbury staff as requested.

Therapists assigned to this contract will maintain appropriate records of work including but not limited to attendance, therapy, progress, IEP's, reports, evaluations, data and daily time records. They will provide the Waterbury School District any documentation requested in an acceptable form and manner and in compliance with all relevant Federal laws including those laws relating to student records and confidentiality and special education, relevant Connecticut laws and regulations and City of Waterbury laws, procedures and directives.

Service Delivery Model:

Billable services will be provided utilizing the follow models:

- Direct service delivery is hands-on time spent with the children. This includes individual as well as group therapy. Whenever possible, this would take place within the student's normal routine.
- Consultative service delivery includes an education professional seeking out a therapist with concerns or questions usually on a one-to-one basis. The therapist acts as a resource to be accessed by the teacher or the education team. This can include modeling behaviors, providing information for the development of IEPs, or information on specific therapeutic techniques/principles/methods of interaction.
- Indirect service delivery includes therapists providing recommendations as well as educating other professionals via in-services, reports, small group meetings, and meetings on a one to one basis.
 - * PPTs and reports could be considered to be indirect or consultative depending on the subject being discussed.
- Program management by a lead clinician.

3c. Services Expected of the City

The services that would be required from the Waterbury School System / City would include:

- Access to adequate space for the performance of any necessary evaluations, treatments, fabrication of adaptive equipment, and documentation.
- Access to relevant records or information necessary to provide the optimal level of services.
- Access to the students as agreed in the students IEP.

4. Cost Schedule

Please see 3-year Cost Schedule in a separate sealed envelope.

5. Information Regarding failure to Complete Work, Default and Litigation

- a. To date, Access Rehab Centers has never failed to complete work awarded to it as part of an RFP awarded contract.
- b. Access Rehab has never defaulted on a contract.
- c. There is no pending litigation involving Access Rehab Centers.
- d. We have never had a contract terminated for cause.
- e. We have never been named in a lawsuit related to errors and omissions.
- f. We have never filed for protection under Federal Bankruptcy laws.
- g. We have never exceeded the amount of a contract we were awarded.
- h. There are no other factors or information that would affect Access Rehab's ability to provide the services sought by the City in its RFP.

6. Access Rehab Centers does not take exception to any requirement in the RFP.

7. Additional Information: We authorize the City to request of us directly or of any persons, firms or corporations to furnish any information requested by the City in verification of the recitals included in this RFP response.

ATTACHMENT A

SCHOOL CONTRACTS SERVICED OVER LAST 5 YEARS

1. **CREC**, ATTN: Janet Scialdone, 111 Charter Oak, Hartford, CT.
 - Service provided: Speech @ E.C. Vinal Tech and Goodwin Tech.
 - Contract periods include:
 - a. 8/1/2015 - 6/30/2016 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$87,995.
 - b. 8/1/2016 – 6/30/2017 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$38,811.
 - c. 8/1/2017 – 6/30/2018 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$23,635.
 - d. 8/1/2018 – 6/30/2019 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing was \$61,525.
 - e. 8/1/2019 – 1/7/2020. Contract was in place and has expired. Services were started on time and in budget. Gross amount of the contract/billing was \$27,736.

2. **Naugatuck Public School**, ATT: Brian Mariano, Athletic Director, 543 Rubber Ave., Naugatuck, CT 06770.
 - Service provided: Athletic Trainer.
 - Contract periods include:
 - a. 8/1/2015 – 6/30/2017. Contract was in place and has since expired. Services were started on time and were in budget. Gross amount of contract/total amount of billing was \$70,000.
 - b. 8/1/2017-6/30/2019. Contract was in place and has since expired. Services were started on time and were in budget. Gross amount of contract/billing was \$73,000.

3. Waterbury Public Schools, 236 Grand Steet-2nd floor, Waterbury, CT 06706.

Services provided: PT/OT and Speech

- Contract periods include:
 - a. 7/1/2014 – 6/30/2017. Contract was in place and has since expired. Services started on time. Gross amount of contract was \$4,223,965.

Services provided: PT/OT

- Contract periods include:
 - a. 7/1/17-6/30/20. Contract is in place and is active. Gross amount of contract is \$2,671,745

Services provided: Speech

- Contract periods include:
 - a. 7/1/17-6/30/20. Contract is in place and is active. Gross amount of contract, including Amendment expect to be = \$1,734,665.

4. Westover School, ATTN: Tiz Mulligan, Athletic Director, P.O. Box 847, Middlebury, CT 06762. Service provided: Athletic Trainer.

- Contract periods include:
 - a. 8/1/2015 – 6/30/2017. Contract was in place and has since expired. Services were started on time. Gross amount of contract/billing was \$43,893.
 - b. 8/1/17-6/30/2020. Contract is currently in place and is active. Services were started on time and will be within budget. Total amount billed YTD is \$51,179.

Speech Language Pathologist Resumes

Rachel Spitz-Deutsch

Elisabeth Doyle

Malka Elefant

Rachel Kalish

Aviva Karr

Linda Kessler

Candice Kostka

Judy Rosenfeld

Claire Scully

Patricia Vaichus

Shani Weinreb

Aviva Karr

54 Euclid Ave.
Waterbury, CT 06710

M.S., CCC-SLP
Licensed and ASHA certified

(646) 265- 9171
avivamichelle@gmail.com

Objective: To use my professional training and experience to service individuals with speech and language impairments.

Education: **Adelphi University**
Master of Science Degree: September 2006-August 2008
Major: Communication Disorders

Queens College
Bachelor of Arts Degree: September 2003-December 2005
Major: Speech Pathology
Minor: Business and Liberal Arts (BALA)
Honor: Cum Laude

Work Experience:

Access Rehab Centers: Waterbury Schools Contract
2018-Present School Year
Wilby High School

2017-2018 School Year
Wilby High School
Westside Middle School

2016-2017 School Year
Bucks Hill Preschool @ The Annex
Maloney Magnet School
Westside Middle School
Yeshiva Elementary School
Rainbow Academy

2015-2016 School Year
Bucks Hill Preschool @ The Annex

2014-2015 School Year
Bunker Hill Elementary School

Advance Therapy Associates: Waterbury Schools Contract
2013-2014 School Year
Bunker Hill Elementary (Jan. 2013-Apr. 2013)
Bucks Hill Preschool @ The Annex (Nov. 2013-Dec. 2013) - temporary maternity leave position
Wilby High School (Oct. 2013-Nov. 2013) - temporary maternity leave position

NYC Department of Education:
September 2009 - June 2013
The Howard Beach School PS/MS146, Howard Beach, N.Y.

Clinical Fellowship: Forest Elementary School PS071, Ridgewood, N.Y. (Oct. 2008-June 2009)

- Conducted individual and group lessons in a school setting for students mandated to receive speech and language therapy in grades K-4.
- Participated in IEP meetings.
- Formulated and amended IEPs.
- Attended professional development workshops.
- Consulted with supervisors, classroom teachers and parents regarding student progress.
- Recorded data through daily session notes.

Student Teaching: Susan B. Anthony IS238, Hollis, N.Y. (Spring 2008)

- Created, planned, and implemented lessons to instruct 6th-8th graders receiving speech as a related service.
- Reviewed and composed sections of children's IEP's.
- Attended IEP meetings.
- Advised continuance or discharge of children from Speech and Language services.
- Recommended speech goals for children for summer and upcoming school year.

Externship: All Childrens Therapy, Woodmere, N.Y. (Fall 2007)

- Constructed, prepared, and instructed lessons for children receiving speech and language services.
- Recorded ongoing session notes.
- Interacted with teachers, parents, and fellow colleagues regarding plans and progress.

Student Therapist: Adelphi University Hy Weinberg Center, Garden City, N.Y. (Spring 2007)

- Conducted individual therapy for two preschool children with articulation and language needs.
- Planned, organized, and implemented lessons for a language stimulation group of six preschoolers.

All Children's Therapy, Woodmere, N.Y. (February 2006- January 2007)

- Managed office for Speech, Occupational, Physical, and Play Therapy agency.
- Interacted with clients, parents, district personnel, and therapists on a day-day basis.
- Scheduled client sessions and professional meetings.
- Organized client files, managed billing, and created organized databases for agency.

Ohel/Bais Ezra, Far Rockaway, NY (February 2005- December 2005)

- Worked with developmentally disabled teenagers to improve independence with activities of daily living (ADL).
- Participated in regular training seminars.
- Kept weekly detailed progress notes for regular meetings with case supervisor to develop appropriate goals for clients.

References are available upon request.

CANDICE KOSTKA

9 Towantic Hill Road, Oxford, CT 06478 H: 203-888-4752 ♦ C: 203-305-1450 ♦ cekostka@gmail.com

Professional Summary

Skilled Administrator and Speech Pathologist offering 38 years' experience in speech and language pathology. Expertise includes assessment, case management, intervention planning and documentation. Strong communication and problem-solving abilities with a methodical approach. American Speech and Hearing Certification since 1982 until present.

Skills

- | | |
|---|--|
| <ul style="list-style-type: none">• Licensed Speech Pathologist in CT• Trained in diagnostics and prognostics• American Speech Language Hearing Association Member since 1982• Intervention planning• Program development• Evaluation teams• Assessments• Reporting• Verbal and written communication | <ul style="list-style-type: none">• Pediatric and adolescent expertise• Computerized IEP writing• Medicaid protocol trained• Family and professional collaboration and communication• Lindamood trained• PECS and augmentative communication training• |
|---|--|

Work History

Assistant Principal, 07/2010 to June 2019 - Retired July, 1 2019

West Side Middle School - Waterbury, CT

- Performed classroom evaluations to assess teacher and support staff strategies and effectiveness.
- Facilitated continued education for teaching staff through implementation of quality curriculum training
- Instructed small groups of teachers and students
- Monitored and evaluated educational programs to ensure performance objectives and standards are continuously achieved.
- Administrate PPT meetings ensuring federal and state regulations are in compliance and protocols are met.
- Built productive relationships with parents of students facing difficult situations at school or at home.
- Trained teachers and paraprofessionals on effective techniques of teaching and behavior modification.
- Performance reviews and scheduling of support staff.
- Oversaw administrative functions such as schedule management and protocols for orientation, registration and related activities.
- Monitored student behavior and enforced discipline policies.

Speech Language Pathologist, 01/1981 to 06/2010

Waterbury Board of Education, Waterbury, CT

- Evaluated students with standardized tests and assessment protocols.
- Interpreted results and proposed intervention plans, including short and long range goals, frequency and duration.
- Treated children aged 3 to 13 with speech and language development problems.
- Continually collaborated with parents and teachers to achieve speech therapy goals.
- Taught planned educational programs in speech therapy. i.e.: Lindamood
- Collaborated and contributed to team meetings with management in decision making process.
- Stayed abreast of updates to treatment strategies in speech and language therapy.
- Accurately completed Medicaid billing and TIENET IEP computerized protocols.
- Monitored and reported out on student progress according to goals.
- 20 years preschool diagnostic assessment team evaluations

Education

Bachelor of Arts: Communication Disorders, 1979

Long Island University - Post - Brookville, NY

- Coursework completed for degree in Speech and Communication Disorders, Sociology and Psychology
- Dean's List
- Recipient of Academic Award for a Freshman

Master of Science: Communication Disorders, 1980

Southern Connecticut State University - New Haven, CT

092 Certification - Educational Administration, 2007

Southern Connecticut State University - New Haven, CT

Elisabeth Doyle

OBJECTIVE

To obtain a position as a Speech Pathologist in a motivating and engaging environment.

EXPERIENCE

Aug 2015-Present Access Rehabilitation Waterbury Public Schools
Certified /Licensed Speech Language Pathologist CCC-SLP

Working as a certified and licensed SLP in a public educational system designed to provide intensive and comprehensive educational services to students with learning, speech, language, fluency, and autism spectrum and related disorders. Responsibilities include: Collaborating with classroom teachers while providing speech and language services to students ranging from kindergarten through high school with a variety of disabilities. Hold a solid understanding of the IEP process, particularly in writing and implementing appropriate and measurable goals and objectives. Direct instruction across all curriculum areas with an emphasis placed on the development of language and communication, relatedness, cognitive flexibility and social cognition in the context of functional real-life activities.

April-July 2013 & Jan 2014-Aug 2015 Alliance Rehabilitation Various locations, CT
Speech Language Pathologist MS CCC-SLP

Worked as a certified and licensed SLP in a nursing facility providing skilled speech and language treatment to patients that have cognitive impairments and swallowing disorders. Responsibilities included: patient evaluations and effective administration of treatment programs, developing and implementing clinical and educational components of the Speech-Language Pathology Program, actively participating on the interdisciplinary rehabilitation team and contributing to facility marketing activities.

July 2013-Jan 2014 All Star Therapy Meriden, CT
Certified /Licensed Speech Language Pathologist CCC-SLP

Worked as a certified and licensed SLP in a private educational program. Additional responsibilities included data-based instructional curriculum as part of a transdisciplinary teaching program, which was designed for individual students utilizing research-based interventions including, but not limited to, ABA. Given the needs of these students, a 1:1 ratio of staff to students was provided at the outset, moving to small group and finally classroom instruction was offered when appropriate. Inclusion was supported, use of district curriculum materials modified to the student's level and participation in the student's home school district were encouraged when students possess the necessary skills. Participation in services to support transitions and follow up was provided to districts.

May 2012-April 2013 Alliance Rehabilitation Various locations, CT
Speech Language Pathologist CFY

Worked under the supervision of a certified and licensed SLP in a skilled nursing facility as part of the requirements to complete my CFY. Providing skilled speech and language treatment to patients that have cognitive impairments and swallowing disorders. Responsibilities include patient evaluations and effective administration of treatment programs, developing and implementing clinical and educational components of the Speech-Language Pathology Program, actively participating on the interdisciplinary rehabilitation team and contributing to facility marketing activities

Jan 2012- Apr 2012 Naugatuck School System Naugatuck, CT
Speech Language Pathologist Intern

Worked under the supervision of a licensed Speech Pathologist providing Speech and Language Therapy to Elementary School children, administering evaluation and diagnostic measures to correctly determine eligibility of services, and creating Individual Education Plans based on evaluations as part of the requirements for completion of degree.

Nov 2011- May 2012 Connecticut Behavioral Health Cheshire, CT
Behavioral Consultant

In-Home Services provided to families with the guidance and support necessary to help their home function more productively. Extensive training in Applied Behavior Analysis (ABA) was obtained. ABA techniques are the foundation for the individualized programs that are created for the clients. A functional behavioral plan is created to provide proactive, preventative strategies (i.e., environmental modifications) for the family to implement as well as reactive strategies to assist the family with managing the problem behavior when it arises. Caseloads may include behavioral services for children, adolescents, and adults with Autism Spectrum Disorders, Developmental Delays, Medical Disorders, and Psychiatric/Behavioral issues working closely with the Department of Developmental Services, The Department of Children and Families, and a number of school districts throughout the state.

August 2011-Dec 2011 Bishop Wicke Shelton, CT
Speech Language Pathologist Intern

Worked under the supervision of a certified and licensed SLP in a skilled nursing facility as part of the requirements to complete my Masters Degree in Speech Language Pathology. Providing skilled speech and language treatment to patients that have cognitive impairments and swallowing disorders.

Mar 2011- Dec 2011 Rehabilitation Associates of CT Fairfield, CT
Early Interventionist-Per Diem

Responsible for providing services to children in their home or childcare setting. Services are deemed and provided as a result of eligibility assessments which are bound an Individualized Family Service Plan (IFSP). As the service coordinator, I also help to create and develop the IFSP with the parents and other team members, and make sure that the IFSP is being carried out to the maximum potential. Service Coordination requires a rigorous training which was required and completed upon hiring. The typical caseload

consists of children between the ages of birth-3, with a specific diagnosed developmental disability, language delayed children, and children who are educationally classified as autistic. Currently in the approval process for the Early Intervention Specialist Credential which will allow for participation in the eligibility evaluation(s).

Jan 08- Mar 2011 Easter Seal Birth to Three Waterbury, CT
Early Interventionist-Full Time

Responsible for providing services to children in their home or childcare setting. Services are deemed and provided as a result of eligibility assessments which are bound an Individualized Family Service Plan (IFSP). As the service coordinator, I also help to create and develop the IFSP with the parents and other team members, and make sure that the IFSP is being carried out to the maximum potential. Service Coordination requires a rigorous training which was required and completed upon hiring. The typical caseload consists of children between the ages of birth-3, with a specific diagnosed developmental disability, language delayed children, and children who are educationally classified as autistic.

Jan 07-July 07 Pinellas County Schools Pinellas, FL
Speech Language Pathologist-Full Time

Provided whole and small group therapy to pre-school and elementary aged school children in two different sites. Administered and implemented diagnostic measures required to determine eligibility of services. Part of the IEP Team responsible for creating and implementing the Individual Education Plan for each child. Caseload included Autistic, Speech Impaired, Language Impaired, Hearing Impaired, and Developmentally Delayed Children.

Aug 2005- Jan 2007 Bing El School/Lowry El School Tampa, FL
Kindergarten Teacher-Full Time

Responsible for creating and implementing lesson plans to correlate with The Sunshine State Standards while providing a differentiated curriculum for individualized needs.

July 2004-Aug 2005 Bing Elementary School Tampa, FL
Speech Language Pathologist Assistant-Full Time

Worked under the supervision of a licensed Speech Pathologist providing Speech and Language Therapy to Pre-School and Elementary School children, administering evaluation and diagnostic measures to correctly determine eligibility of services, and creating Individual Education Plans based on evaluations.

EDUCATION

April 2012 NOVA Southeastern University Davie, FL
Masters of Science Speech Language Pathology

May 2004 Southern Connecticut State University New Haven, CT
BA Communications with a Specialty in Disorders

June 2002 Naugatuck Valley Community College Waterbury, CT
AS Early Childhood Education
Graduated as a member of The National Dean's List
Officer in the Early Childhood Education Club

TECHNICAL SKILLS

Proficient in Microsoft Office and Internet Explorer applications
Knowledge in ABA and Data Collection
PROMPT Trained
PMT Trained
Safety Care Trained

References Available Upon Request

erupenski@yahoo.com
28 Mountain View Dr Wolcott, Ct 06716
203.232.2843

Judy Rosenfeld
92 Blue Ridge Drive
Waterbury, CT 06704
(917) 297-7918
lazjudy@gmail.com

CERTIFICATION/LICENSE:

- American Speech and Hearing Association Certificate of Clinical Competence in Speech Language Pathology
- Connecticut Certified Speech Language Pathologist
- New York State Certified Speech Language Pathologist
- New York State Teacher of Speech and Hearing Handicapped
- New York City Teacher of Speech Improvement

EDUCATION:

Brooklyn College, Brooklyn, NY
MS, Speech Language Pathology, 2004
Brooklyn College, Brooklyn, NY
BA, Communicative Disorders and Sciences, 2002

WORK EXPERIENCE:

Access Rehab Centers-Waterbury Public Schools Sept 2014- Present

Advance Therapy Associates-Waterbury Public Schools Jan 2013-June 2014

Speech-Language Pathologist

- Provide individual and group speech and language evaluations and therapy for preschool, elementary and high school students
- Plan and conduct weekly individual, group, and collaborative therapy sessions targeting children with speech and language difficulties, including articulatory-phonological disorders, word retrieval deficits, comprehension deficits, auditory short-term memory deficits, and organization and formulation of language
- Establish intervention objectives and contribute to annual/triennial review for IEP's with team members
- Screen at-risk, non-mandated students and recommend appropriate intervention plans

New York City Department of Education

Speech-Language Pathologist- Sept 2006-October 2011

- Provide individual and group speech and language evaluations and therapy for a caseload of 25-35 CPSE (ages 3-5), Preschool and Elementary students
- Plan and conduct weekly individual, group, and collaborative therapy sessions targeting children with speech and language difficulties
- Establish intervention objectives and contribute to annual/triennial review for IEP's with team members
- Screen at-risk, non-mandated children and recommend appropriate intervention plans

Chaim Berlin School, Brooklyn, NY

Speech-Language Pathologist –Sept 2004-June 2006

- Evaluate and treat preschool and elementary school-aged children with language, articulation and fluency disorders

Canarsie Childhood Center, Brooklyn, NY

Speech-Language Pathologist-Summers 2004-2006 and 2009

- Treatment and evaluations for EI and CPSE-age children with speech and language deficits

Linda Kessler
Phone 203-781-6936
Email lkessler1233@gmail.com
[LinkedIn](#)

Professional Experience

Speech-Language Pathologist-Clinical Fellow

EBS Healthcare (January 2019 – Present)

- Effectively manage a caseload of approximately 26 elementary-age students
- Flexible clinician- effectively manage caseload of approximately 28 elementary-age students within four different schools within a 2-day/week schedule during 2018-19 school year
- Current caseload includes students within various self-contained classrooms within ABA specialized program
- Perform an average of 24 treatment sessions per week
- Provide 1-1 treatment for homebound client afterschool
- Responsible for completing all progress notes, recommendations and participating in planning and placement team meetings for all students on caseload
- Provide information and training for classroom teachers and other professionals regarding expressive/receptive language disorders, speech sound disorders, Autism Spectrum Disorder, and other communication disorders

Coordinator-Faculty Development & Support

University of New Haven (January 2017 – Present)

- Chief administrator for all departmental issues as part of final stage of Education program closure
- Primary contact/coordinator for all state authorization requirements for online learning including research, application, and coordination of documents/information to upper-level administration to ensure compliance
- Assist Office of Study Abroad with recruitment, admissions, student advising, managing events, and any other assistance needed within Office of Study Abroad
- Coordinator for Community Work Study program utilizing federal funding, including student placement, site supervisor correspondence, and student development

Adjunct Faculty

University of New Haven (September 2017-Present)

- Taught class of primarily first year students within university required course
- Course emphasized problem-based learning, teaching critical thinking, and critical inquiry
- Responsible for assessing student performance and progress
- Course emphasized teaching first year students and making them aware of information pertinent to first year college students
- Lead instructor of four person team during one semester, and responsible for all coordination with primary course director

Department Administrator & Certification Officer

University of New Haven (August 2014 – December 2016)

- Chief administrator for all departmental issues, budget management, and associated tasks
- Responsible for all aspects of the administration of the state teacher certification process within department
- Member of the department admissions review/decision committee and 4+1 Pre-education advisor
- Responsible for thorough evaluation of all candidates including transcript review, accurate GPA calculation and candidate recommendation
- Primary graduation advisor for all students including approving course waivers, substitutions and approval of graduate degree candidates and student advising
- Solely responsible for data collection, assessment, and submission of federal Title II reports for teacher preparation programs
- Worked with transfer students within Student Success environment and helped to advise and mentor undergraduate students

Assistant Director of Graduate Admissions & Recruitment, University of New Haven (2011 – 2014)

Graduate Admissions Counselor, University of New Haven (2009 – 2011)

| | |
|------------------------------------|---|
| <u>Awards</u> | <i>Staff Excellence Award, University of New Haven (2012, 2017)</i> |
| <u>Technology</u> | Word, Excel, PowerPoint, Access, Epic, Proloquo2Go, IEP Direct, PowerSchool |
| <u>Specialized Training</u> | Level-1 PROMPT trained speech-language pathologist |
| <u>Certifications</u> | Speech-Language Pathologist (#061), Connecticut State Department of Education |
| <u>Licensure</u> | Provisional License, Speech-Language Pathologist, Connecticut State Department of Public Health |

Other Clinical Experience

Graduate Student Clinician *HealthSouth Rehabilitation (June 2018-August 2018)*

- Conducted Clinical Bedside Swallowing Assessments for patients in short-term, intensive rehabilitation settings
- Conducted dysphagia treatment for patients with swallowing disorders, including recommendations about upgrading patients based on National Dysphagia Diet recommendations
- Conducted dysphagia assessments utilizing pulse oximetry and cervical auscultation to rule out aspiration and silent aspiration
- Conducted assessment and treatment for clients with cognitive-communication disorders including administering the Montreal Cognitive Assessment and other cognitive-linguistic assessments
- Conducted assessment and treatment for clients with aphasia including pertinent sections of the Western Aphasia Battery
- Conducted assessment and treatment for clients with dysarthria, including teaching compensatory strategies involving rate, pacing, articulation and respiration
- Conducted assessment and treatment for clients with voice disorders including utilizing instruments

Graduate Student Clinician *Live Oaks School - Milford, CT (Jan. 2017- May 2017)*

- Conducted an average of 30 assessments of clients with varying communication delays or disorders as part of overall treatment process.
- Performed an average of 35 treatment sessions per week for Pre-K through 5th grade clients.
- Assisted in an average of 40 patients as part of overall caseload of 50.
- Assisted in the preparation of at least 10 standard-referred individual education plans (IEP) as part of a cross-functional team while supporting ongoing progress of students.
- Completed progress notes as part of the treatment plan and promptly enter into system.
- Communicated regularly with teachers and service providers to provide a network of strategy and support for clients while monitoring overall progress.
- Assessed and treated patients with impairments in speech, language, and cognition.
- Developed and implement individualized and group therapy for pre-school and elementary students with language delays, articulation disorders, and autism spectrum disorders.
- Provided indirect intervention and consultative services to teams, teachers, and parents.

Graduate Student Clinician *West Haven Public Schools (August 2016 – December 2016)*

- Evaluated and observed an average of 40 clients transitioning from birth-to-three settings in preschool.
- Completed diagnostic reports utilized in planning and placement meetings to serve clients effectively while providing holistic support.
- Assisted in site-based and special education duties to support literacy goals as requested.
- Developed relevant goals for client treatment as part of overall treatment plan.
- Assisted in clinical decision making as part of the overall planning team comprised of five people including the school administrator, school psychologist, and birth-to-three team.
- Maintained accurate data of session objectives assess client progress.
- Reported clinical outcomes and made recommendations to families to support progress.
- Provided pre-referral consultations at the request of teachers and families.

Education

Master of Science: Speech-Language Pathology (December 2018)
Western Kentucky University, Bowling Green, KY

Master of Science: Education (May 2014)
University of New Haven, West Haven CT

Bachelor of Arts: Music (May 2007)
University of North Carolina, Wilmington NC
Concentration: Vocal Performance

Malka Elefant

Education

2/04-5/06 Nova Southeastern University
Masters of Science, Speech-Language Pathology
▪ Achieved GPA of 4.0

9/02-3/04 Thomas Edison State College
Bachelor of Arts, Liberal Art
▪ Graduated magna cum laude

Professional experience

9/14-2/20 Access Rehab Centers Middlebury, CT
Speech-Language Pathologist
▪ Continued to work in Waterbury Public Schools in the Middle School and High School settings.

10/08-6/14 Advance Therapy Associates Waterbury, CT
Speech-Language Pathologist
▪ Worked in Waterbury Public Schools in both Middle and High School settings.
▪ Worked with teenagers with fluency, articulation, oral and written language, and pragmatic language issues as well as children with autism and intellectual disabilities
▪ Provided evaluations and treatment for language, articulation, phonology, voice, fluency, pragmatic, oral motor, and hearing disorders
▪ Collaborated with special education team to help formulate IEPs and programs individualized to each student's needs
▪ Co-taught with special education and regular education teachers to provide language services within the student's curriculum.

9/06-6/08 Petachia Institutions Jerusalem, Israel
Speech-Language Pathologist
▪ Administered speech-language evaluation and therapy in special education preschool
▪ Worked with children with speech, language, and aural delays as well as children with autism and intellectual disabilities
▪ Provided treatment for language, articulation, phonology, voice, fluency, pragmatic, oral motor, and hearing disorders
▪ Collaborated with special education team to help mainstream children with language and learning delays

5/02-3/04 Meshi Special Education Kindergarten Jerusalem, Israel

Speech-Language Pathologist Aid

- Designed and/or programmed high and low tech alternative communication devices under supervision of staff speech-language pathologists
- Provided treatment aimed at functional communication to children with cerebral palsy under supervision of staff speech-language pathologists
- Collaborated with other professionals to implement mutual goals

9/01-4/02 Magen David Yeshiva Brooklyn, New York

Assistant Teacher

- Worked as an assistant teacher for fourth grade boys and girls in an intergraded classroom setting

References

Peter Mccasland
203 574 8120
pmccasland@waterbury.k12.ct.us

Building Principal
West Side Middle School

Donajean Belcher
203 527 9437
dbelcher@waterbury.k12.ct.us

Speech Language Pathologist

Robert Delaney
203 574 8120
Rdelayney@waterbury.k12.ct.us

Special Education Supervisor
West Side Middle School

Patricia Ann Vaichus
61 Norton Heights
Wolcott, CT 06716
203-558-0520

Career Objectives

- To diagnose and remediate speech/language skills of elementary, middle school, and/or high school aged students, in an effort to improve their communication skills.
- To enhance my skill sets and potential for my employer through additional experience and continuing education.

Education

Southern Connecticut State University. Awarded the Master of Science Degree in Speech-Language Pathology in May, 1985.

University of Connecticut. Awarded the Bachelor of Arts in Speech Pathology and Audiology in May, 1982.

Employment

Access Rehab Centers: Speech-Language Pathologist in the Waterbury School System from August, 2014, to the present. Worked in Access's Middlebury Clinic (part-time) with pediatric patients for three years.

Advance Therapy Associates: Speech-Language Pathologist for the Waterbury Public School System from March, 2009, to June, 2014.

Wolcott Board of Education: Speech-Language Pathologist
September, 1986 to September, 1987- full time

Waterbury Board of Education: Speech-Language Pathologist
April, 1985 to June, 1986- full time

Clinical Experience / Responsibilities

- Responsible for providing therapy, performing evaluations, writing reports, and Individual Education Plans (IEP) for Planning and Placement Team (PPT) meetings for a caseload of 55 students.
- Experience with language, articulation, voice, and fluency disorders.
- Have worked with children who are hearing impaired, bilingual, developmentally delayed, intellectually disabled, cerebral palsy, autism spectrum disorders, and other health impairments.
- Worked in a Primary Essential Skills Classroom, a Transition Program at a local community college, and an outpatient clinic on weekends.
- Filled in for maternity leaves in the Waterbury Public Schools, as needed.

Certification

- Licensed Speech-Language Pathologist by the State of Connecticut Department of Health Services.
- Awarded the Certificate of Clinical Competence in July, 1986 by the American Speech-Language-Hearing Association. (Presently not an ASHA member)
- Connecticut State Board of Education Provisional Certificate (2017).

Rachel Spitz-Deutsch
40 Hewlett St.
Waterbury, CT 06710
347-668-9342

.....
Aim: Looking for a position offering future career growth

EDUCATION:

Masters in Speech Language Pathology – June 2002

Touro Speech-Language Masters Program

Overall GPA – 3.9

Bachelor's Degree- June 2000

Touro College Avenue J Campus.

Graduated Magna Cum Laude, Majoring in Speech/Language.

Overall GPA – 3.8; Dean's List

SPEECH THERAPY EXPERIENCE: Speech-language pathologist, SLP-CCC, Access Rehab Centers, Waterbury, CT, September 2014 -present

- Provide therapy to school aged children, including elementary, middle, and high school for the Waterbury Public Schools.
- Caseload includes clients with receptive and expressive language disorders, learning disabilities, PDD spectrum, stuttering, and written expression difficulties.

SPEECH THERAPY EXPERIENCE: Speech-language pathologist, SLP-CCC, Advance Therapy Associates, Waterbury, CT, January 2009-June 2014

- Provided therapy to school aged children, including elementary, middle, and high school for the Waterbury Public Schools.
- Caseload included clients with receptive and expressive language disorders, learning disabilities, PDD spectrum, stuttering, and written expression difficulties.

Speech-language pathologist, SLP-CCC, Hebrew Academy for Special Children, Camp, Parksville, NY, July – August 2005-2006, 2006-2007, 2010-2016

- Provided therapy to wide variety of clientele including children and young adults
- Caseload included clients with various syndromes, PDD, CP, and language delay

Speech-language pathologist supervisor, CCC-SLP, Nova Southeastern University, University of Cincinnati, Jerusalem, Israel, December 2004 – 2008

- Supervising and providing guidance to graduate students in areas such as adult dementia, child language, PPD and Down Syndrome classroom
- Job includes demonstrating therapy to a variety of disabled clients, providing material and ideas to graduate level students.

Early Intervention Speech-language pathologist, Citi-pro Group, Brooklyn, NY, Summer 2003

- Provided early intervention therapy to toddlers ranging from 1 year to 3 years of age
- Caseload included language impaired, PDD spectrum, and delayed speech and language in a variety of homecare settings.

Speech-language pathologist, CFY position, MSY Therapy, Brooklyn, NY, Sept 2002-June 2003

- Provided therapy to children ranging from preschool through second grade
- Caseload included a variety of speech/language issues, including articulation, language, selective mutism, and dysfluency.

Speech pathologist Intern, American Institute for Stuttering, New York City, July 2002

- Intensive fluency program for teenagers under Catherine Montgomery, CCC-SLP, Stuttering specialist, using the integrated approach of both fluency shaping and stuttering modification techniques.
- Caseload included 8 clients ranging from 13-19, diagnosed as moderate-severe stutterers.

Speech pathologist Intern, Omni Rehabilitation Center, Brooklyn, NY, Jan 2002- June 2002

- Provided therapy to a range of clientele, spanning from elderly to young children
- Cases include elderly stroke patients with aphasia, developmentally disabled adults, language delayed adults, adolescents with learning disabilities, children with processing

and language disorders, children who stutter, children with articulation and phonological disorders.

- Administered evaluations weekly.

Bilingual TSHH, Yeled V'Yalda, Brooklyn, NY, Jan 2002 - Present

- Bilingual Hebrew homecare services provided to CPSE cases.

Speech pathologist Intern, Herbert G. Birch Early Childhood Center, Brooklyn, NY, September 2001-December 2001.

- Majority of caseload was early intervention and CPSE, provided services and progress notes on patients.
- Caseload included apraxic toddlers, an autistic/PDD classroom, feeding therapy, language therapy, and articulation therapy.
- Participant in weekly meetings.

CLAIRE SCULLY
30 Bethmour Road
Bethany, CT 06524-3336
Chiarasam@comcast.net (203) 393-1203

Objective: Speech and Language Pathologist

Speech Pathology Experience:

Speech and Language Pathologist, Access Rehab Centers August, 2015-present
Evaluations, IEP planning, speech and language services for students in grades
Kindergarten through 12 in Waterbury, CT. Excellent performance reviews every year.

Speech and Language Pathologist, Region #16 August, 2013 – June, 2015
Speech and language services for students in Preschool through Grade 5, including
evaluations, case management, and IEP development.
Exemplary rating at End-of-Year Summative Review given by Region 16 Director of
Pupil Personnel

Speech and Language Pathologist, EBS Healthcare, Inc. March, 2013-June, 2013
Evaluations, IEP planning, speech and language services for students at North End
Middle School in Waterbury, CT.

Speech and Language Pathologist, Rehabilitation Associates, Inc. 1992-2004
Evaluated and remediated communication disorders for all ages in various settings,
including schools, Birth to Three, and outpatient clinics.

In schools: responsible for diagnostic evaluations, IEP planning, speech and
language services for students in Pre-K through Grade 6. Implemented
programming across various models of intervention, including one-on-one, small
group, and classroom-based.

In outpatient clinic: Evaluated and provided speech and language therapy to
children ages 2 through adult. Coordinated care with school speech pathologists.

Supervisor of graduate students and clinical fellows. 1997-2003

Education:

| | |
|---------------------------------------|-------------|
| Southern Connecticut State University | 1992 |
| M.S. in Communication Disorders | Dean's List |
| Fairfield University | 1989 |
| B.S. in Biology; Minor in Psychology | Dean's List |

Certification:

| | |
|---|----------------|
| Provisional Educator Certificate | 2014 |
| Department of Public Health, SLP License | 1992 - present |
| Certificate of Clinical Competence, Speech Language Pathology | 1993 - present |
| Clinical Fellowship Year, Speech Language Pathology | 1992 |

Rachel Kalish

52 Blue Ridge Dr. Ext. Waterbury, CT 06704

Phone: 203-591-8926/ rachelkalish@gmail.com

Objective

Seeking the position of speech and language pathologist in a school setting

Education

- **Master of Science-Communication Disorders (Speech and Language Pathology)**
2000-2004 Southern Connecticut State University, New Haven, CT
- **Bachelor of Arts- Humanities (Dean's List)**
1996-1998 Thomas Edison State College, Edison, New Jersey

Work Experience

- **September 2014- Present Access Rehab Centers**
School based speech and language pathologist
Provided speech and language services to students in grades pre-k through 12. Therapy included evaluation and treatment of various forms of communication disorders.
- **September 2006- June 2014 Newtown Board of Education**
School based speech and language pathologist
Provided speech and language therapy and evaluations to medically fragile students in a self-contained, special education classroom. Therapy included various forms of Augmentative and Alternative Communication systems (AAC), as well as feeding and oral motor intervention.
- **July 2012-August 2012 Camp Mahkon, Narrowsburg, NY**
Summer-school based speech and language pathologist
Provided speech and language services in a summer-school/camp to students with various communication disorders, including autism, Down's Syndrome etc.
- **August 2005- June 2006 Plymouth Board of Education**
Provided evaluation and remediation of various forms of communication disorders, including autism, at the elementary and middle school levels. Assisted in life-skills program for autistic students.

- **August 2004-June 2005 Seymour Board of Education**
School based speech and language pathologist
Provided evaluation and remediation of various forms of communication disorders, at the elementary school level.

References, available upon request

Shoshana Weinreb M.A. CCC-SLP

80 Euclid Ave

Waterbury, CT 06710

203-757-9433 Cell 203-885-8709

sweinrebslp@gmail.com

OBJECTIVE

To obtain a position as a Speech-Language Pathologist

EXPERIENCE

Access Rehab Centers/ Advance Therapy Associates

September 2008-
Present

SLP in Wilby High School Waterbury, CT

Working with Students with various disabilities- ADD, Speech Language Impaired, Emotionally Disturbed, Autism, Learning Disabled, and Intellectually Disabled.

Academic levels ranging from Pre-K through high school

Conduct evaluations, write IEP's, and attend PPT's

Access Rehabilitation Center

June-August 2008

worked as SLP in Watertown Public school's extended school year program

Frenchtown Elementary School

September 2007-
June 2008

Trumbull Public Schools

Trumbull, CT

- Full-time position as Speech Language Pathologist
- Worked with autistic students in Specialized Resource Program
- Worked with regular and special education students
- Conducted evaluations, wrote IEP goals, and attended PPT's.

Myofunctional and Speech Therapy Inc

December 2006-
August 2007

- Worked as CFY SLP in Waterbury and Southington Public schools
- Worked with students ranging from preschool through middle school
- Worked with regular education, special education, and autistic children

Seymour Public Schools

June-August 2006

- worked as SLP in Seymour's extended school year program at Chatfield Elementary School
- Treated students ranging from preschool through high school

Waterbury Hospital

July-August 2005

Waterbury, CT

- Adult Placement- Supervisor David Zirlen M.S. CCC-SLP
- Swallowing evaluations-FEES
- Evaluated and treated patients with voice therapy.

BLOCK Institute

January-May 2005

Brooklyn, NY

- Student teaching Supervisor Patricia Pike M.S. CCC-SLP
- Treated preschool children with a variety of disorders, including Autism, Cerebral Palsy, Down Syndrome, and language delays.

Masores Bais Yaakov

September 2004-December 2004

Brooklyn, NY

- Oral Interpreter for 7th grade student with cochlear implant
- Helped student understand what was being said by the teacher
- Assisted student with note taking, quizzes, and exams

The Auditory Oral School of NY

September 2003-August 2004

Brooklyn, NY

Assistant teacher in a preschool for hearing impaired children emphasizing the oral approach to language.

EDUCATION**Masters of Art's in Speech-Language Pathology**

September 2006

*St. John's University, Jamaica, NY***Bachelors of Art's with major in Speech-Language Pathology**

January 2004

*Adelphi University, Garden City, NY***REFERENCE**

Myofunctional Speech and Therapy Inc.

Honey Ziger

203-272-8215

LIMITED LIABILITY COMPANY RESOLUTION

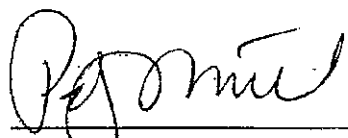
I, Patricia Genti, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 13 day of Feb, 2020.

"It is hereby resolved that ^{Brian}Emerick is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

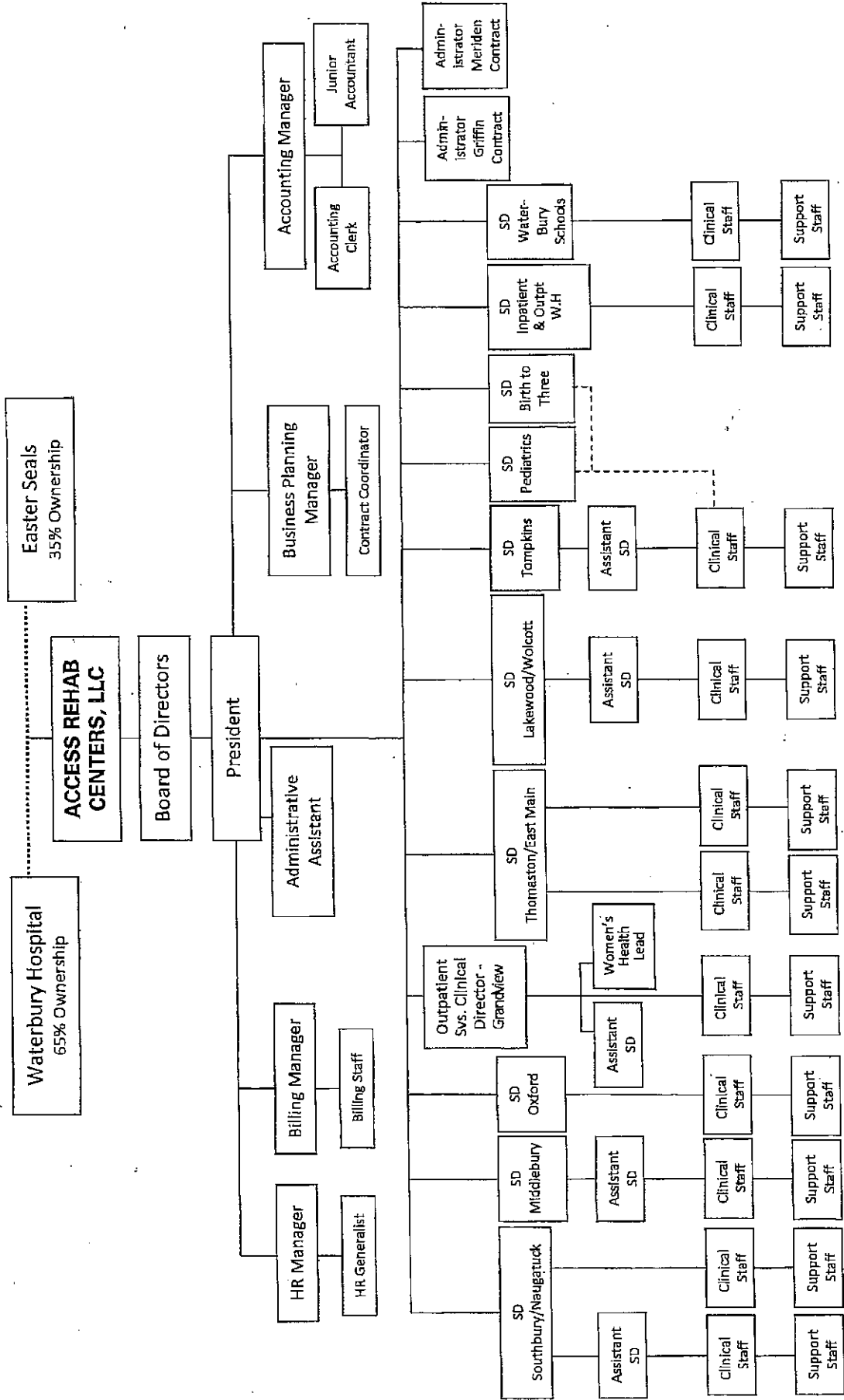
IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Access Rehab Centers, LLC this 13th day of February, 2010.



Manager/Member

Access Rehab Centers

A Waterbury Hospital & Easter Seals Partnership in Physical Rehabilitation



Client#: 94796

ACCESREH

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|---|
| PRODUCER Starkweather & Shepley (MK) Insurance Brokerage, Inc. PO Box 549 Providence, RI 02901-0649 | | CONTACT NAME: Jason Kelly PHONE (A/C, No, Ext): 860 583-0943 FAX (A/C, No): 860-585-0038 E-MAIL ADDRESS: JKelly@starshep.com | |
| INSURED Access Rehab Centers, LLC 22 Tompkins Street Waterbury, CT 06708 | | INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance INSURER B: Lloyd's of London INSURER C: Coverys INSURER D: INSURER E: INSURER F: | NAIC # 11867 15792 15686 |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDSUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|------------------|---------------|-------------------------|-------------------------|------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | S2231274 | 10/18/2019 | 10/18/2020 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | X | X | S2231274 | 10/18/2019 | 10/18/2020 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | X | X | S2231274 | 10/18/2019 | 10/18/2020 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC9034242 | 10/18/2018 | 10/18/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| B | Abuse & Mol. Liab | | | B0146HCUSA1800062 | 12/10/2018 | 12/10/2019 | \$1 Mill Ea./\$2 Mill Agg |
| C | Professional Liability | | | 002CT000009781 | 10/18/2019 | 10/18/2020 | \$2,000,000 Per Claim \$5,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Waterbury and its Board of Education are listed as additional insured on a primary and non contributory basis on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Workers Compensation & Professional Liability per written contract.

Professional Liability policy is Claims Made. Retro Date: 10/18/1998.

CERTIFICATE HOLDER

CANCELLATION

City of Waterbury
 Attn: Education Dept
 236 Grand Street, 3rd Floor
 Waterbury, CT 06702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

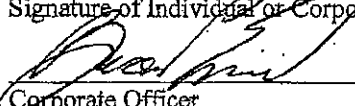
The undersigned acknowledges receipt of addenda numbered: (insert date)

1 Addendum 1 2/13/20 4 _____
2 _____ 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-1527429
Social Security Number
or Federal Identification Number

Access Rehab Centers LLC
Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name BRIAN EMERICK
By: PRESIDENT
(Title)
Business Address: 22 Tompkins St.
(City, State, Zip Code)
Waterbury, CT
06708
Phone: 203-419-0381 Ext. 222

Date: 2/24/20

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Access Rehab Centers
22 Tompkins St
Waterbury, CT 06728

Print Name and Title of Authorized Representative:

BRIAN EMERICK PRESIDENT

Signature of Authorized Representative:

[Signature]
Date: 2/24/20

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

FEIN:

SS.: 06-1527429

County of New Haven

Brian Emerick, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or President of Access Rehab Centers LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☒ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☐ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|--------|-------|--|---------------------------|-----|
| 1 None | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|--------|-------|--|---------------------------|-----|
| 1 None | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Organization Name | Address | Type of Ownership |
|----------------------|---------|-------------------|
| 1 None | | |
| 2 | | |
| 3 | | |
| 4 | | |

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | DOB | Stock % |
|-------------------------------------|-------|-----|---------|
| 1 Waterbury Hospital | | | 65% |
| 2 Easternseals of Greater Waterbury | | | 35% |
| 3 | | | |
| 4 | | | |

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Address | DOB |
|-------------------------------------|-------|--|---------|-----|
| 1 Waterbury Hospital | | | | |
| 2 Easternseals of Greater Waterbury | | | | |
| 3 | | | | |
| 4 | | | | |

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|------------|---------------------------------|-----------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 201__.

My Commission Expires: _____

(Notary Public)

For Corporation

Harvey Hays
Witness

Brian Emerick
Name of Corporate Signatory

22 Tompkins St., Waterbury, CT
Address of Business 06708

Affix
Corporate
Seal

By: [Signature]
Name of Authorized Corporate Officer

Its: President
Title

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of CT)
) SS

County of New Haven)

Brian Emerick being duly sworn,
deposes and says that he/she is Brian Emerick of Access Rehab Centers LLC and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 24th day of February, 2020.

Donna J. Guerrero
(Notary Public)

My Commission Expires: _____

Donna J. Guerrero
Notary Public - Connecticut
My Commission Expires
March 31, 2022

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders or Contracts with the City

A. Contracts

No Contracts with the City

☐

PT/OT Services

(Service or Commodity Covered by Contract)

7/1/17 - 6/30/20

RFP: 5720

(Term of Contract)

Speech Services

(Service or Commodity Covered by Contract)

7/1/17 - 6/30/20

RFP: 5722

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201⁹)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Access Rehab Centers LLC
(Name of Company, if applicable)

[Signature]
Signature of Individual (or Authorized Signatory)

2/24/20
Date

President
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

Cost Proposal

Confidential Cost Proposal BID #6575

Access Rehab Centers proposes the following hourly rates for its services:

| <u>Service</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|--|---------------|---------------|---------------|
| Speech & Language Pathology | \$81.08 | \$82.90 | \$84.76 |
| Hours | 13,670 | 13,670 | 13,670 |
| TOTAL COST | \$1,108,364 | \$1,133,243 | \$1,158,669 |

The salary rate includes:

- A Senior Clinician currently serving as onsite Access lead.
- All payroll taxes and benefits, including health insurance.
- Liability insurance and supplies required by the contract.
- Administrative overhead to cover the cost of managing service provision as well as of maintaining adequate staffing.
- Laptops/ipads/and additional supporting assistive technology used by clinicians.

Summer Staffing Rates: The payment rate for summer staffing will be the same as for the year previously completed.



April 28, 2020

Mr. Kevin McCaffery
Director of Purchasing, City of Waterbury
235 Grand St.
Waterbury, CT 06702

Dear Mr. McCaffery,

We are most pleased to receive your letter expressing the Selection Committee's confidence in Access Rehab Centers as best aligned with the City's needs.

We have always had what we felt was an open and transparent relationship with Waterbury Schools and with that spirit want the District to have knowledge of the key factors that went into our determination of the pricing for bid #6574 and bid #6575:

- Our Team of clinicians is comprised of very experienced and often senior staff. We have been able to retain the majority of them long term. This has allowed for an exceptional level of service but also requires that we compensate them commensurate with their gained expertise and dedicated service.
- Access provides a highly experienced Clinical Lead who, additional to working a full caseload, holds routine staff meetings with our therapists to maintain a cohesive focus and ensure maximum responsiveness to the City.
- We always seek to be supportive to the Waterbury Public Schools to include special projects, sponsoring training, and being responsive to any information requests from special ed supervisors and parents.
- We have eliminated almost all administrative overhead charges to this contract in order to keep it cost effective while, at the same time, we have staffed it with a part time administrative assistant who completes the Medicaid submissions so that therapists' time is freed up to focus on their caseloads.
- Our overall Team has strived to be a good partner to the Waterbury Public School system by being reliable and responsive to staffing crises and expanding current contracts whenever requested. We have been reliable in the submission of all required documentation and paperwork in a timely manner, we have provided a great deal of value-added services such as equipment inventory and maintenance, no-cost workshops for parents and staff, and providing no-charge low-tech adaptive equipment.

Corporate Office & Clinic: 22 Tompkins Street, Waterbury, CT 06705 Ph: (203) 419-0381 Fax: (203) 419-0389

650 Wolcott Road
Wolcott, CT 06716
Ph: (203) 679-6700

690 Main St. S. Suite 5
Southbury, CT 06488
Ph: (203) 267-4000

305 Church Street
Naugatuck, CT 06770
Ph: (203) 723-4010

134 Grandview Avenue
Waterbury, CT 06708
Ph: (203) 573-7130

715 Lakewood Road
Waterbury, CT 06704
Ph: (203) 758-1122

Inside Waterbury Hospital
64 Robbins St., Waterbury
Ph: (203) 573-6041

1625 Straits Turnpike
Middlebury, CT 06762
Ph: (203) 598-0400

8A Oxford Road
Oxford, CT 06478
Ph: (203) 821-0830

131 Main St., Suite 105B
Thomaston, CT 06787
Phone: (860) 287-4700

2164 East Main Street
Waterbury, CT 06705
Ph: (203) 575-0510

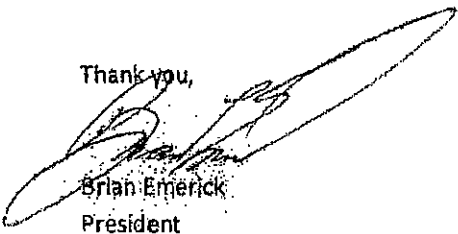


One additional thing we would add is that our OT/PT bid this year is actually lower than our bid from 10 years ago, whereas we annually provide raises to our deserving staff with the result that our pricing leaves little after our costs.

Over the course of the past decade and more we have reduced our rates, eliminated overhead, improved efficiencies, and with some clinicians we are now working at a loss. We are very motivated to retain this relationship and we have therefore only built in the annual increases seen in this proposal to reflect the cost of anticipated annual salary increases of approximately 2.25%. We do anticipate an increase to the cost of benefits during this time but are planning to accept these costs without passing them along in this pricing.

We hope the above serves to show that the pricing bid we made is one that we feel is fair and reasonable, and our hope is to reach an understanding with Waterbury Schools that enables us to continue to provide the high level of service the City and its students deserve. To that end we are asking that you consider the pricing/bid level submitted to be at a fair and reasonable level. Please feel free to contact me directly should you have any questions or would wish to discuss this further.

Thank you,


Brian Emerick

President

Access Rehab Centers, LLC

bemerick@accessrehabcenters.com

(203) 419-0381 ext. 222

Corporate Office & Clinic: 22 Tompkins Street, Waterbury, CT 06706 Ph: (203) 419-0381 Fax: (203) 419-0389

650 Wolcott Road
Wolcott, CT 06716
Ph: (203) 879-6700

690 Main St S, Suite 5
Southbury, CT 06488
Ph: (203) 267-4060

305 Church Street
Naugatuck, CT 06770
Ph: (203) 723-4010

134 Grandview Avenue
Waterbury, CT 06708
Ph: (203) 573-7130

715 Lakewood Road
Waterbury, CT 06704
Ph: (203) 789-1122

Inside Waterbury Hospital
64 Robbins St., Waterbury
Ph: (203) 573-6041

1625 Strans Turnpike
Middlebury, CT 06762
Ph: (203) 889-0400

84 Oxford Road
Oxford, CT 06478
Ph: (203) 581-0830

131 Main St., Suite 105B
Thomaston, CT 06787
Phone: (860) 293-4700

2154 East Main Street
Waterbury, CT 06705
Ph: (203) 575-0516

Cost Proposal

Confidential Cost Proposal BID #6574

Access Rehab Centers proposes the following hourly rates for its services:

| <u>Service</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|--|------------------|--------------------|--------------------|
| Occupational and Physical Therapy Services | \$81.08 | \$82.90 | \$84.76 |
| Hours | 12,075 | 12,075 | 12,075 |
| TOTAL COST | \$979,041 | \$1,001,017 | \$1,023,477 |

The salary rate includes:

- A Senior Clinician currently serving as onsite Access lead.
- All payroll taxes and benefits, including health insurance.
- Liability insurance and supplies required by the contract.
- Administrative overhead to cover the cost of managing service provision as well as of maintaining adequate staffing.
- Laptops/ipads/and additional supporting assistive technology used by clinicians.

Summer Staffing Rates: The payment rate for summer staffing will be the same as for the year previously completed.



Office of Early Childhood
30-B Church Street
Waterbury, CT 06702

Maureen Bergin
Supervisor of Early Childhood

Item #4

P: (203) 574-8024
F: (203) 574-6709
www.waterbury.k12.ct.us



Executive Summary

DATE: March 13, 2020

TO: Honorable Board of Aldermen

Honorable Board of Education

FROM: Maureen Bergin, Supervisor, Early Childhood Education Program

SUBJECT: Approval of 2020-2025 Contract with Teaching Strategies, LLC for continued Digital Resources and Professional Development

On behalf of the city of Waterbury Early Childhood Education Program, I am hereby submitting for approval the Teaching Strategies, LLC contract for ongoing provision of Creative Curriculum Classroom Digital Resources, Teaching Strategies Gold Portfolio Assessment, and professional development to the Waterbury Board of Alderman and Waterbury Board of Education. The approval request is for five years to provide all preschool staff the online assessment materials and skills to implement the preschool curriculum with fidelity. Funding for this contract will be through Title 1, School Readiness Miscellaneous Funds, and Alliance funding.

The Teaching Strategies, LLC contract provides for opportunities for ongoing learning for all teachers, paraprofessionals, and classroom assistants in the implementation of the approved Creative Curriculum and Gold Assessment Programs. Creative Curriculum Digital Resources shows alignment to the Connecticut Early Learning and Development Standards and Connecticut Developmental Observation and Teaching System (CT DOTS).

Contract Amount Total

Teaching Strategies, LLC will provide goal directed professional learning opportunities through online coaching, program wide presentations, and digital resources including strategies for implementation throughout the term of the contract over five years. The total cost of the contract is \$180,517.50.

Competitive Bid Process

Creative Curriculum and the Gold Assessment was one of three competitive bids submitted through the City of Waterbury open bid process. The Creative Curriculum and Gold Assessment Programs were selected in June 2019. A committee of thirteen staff members, including principal, supervisor, general education teachers, special education teachers and the Chief academic Officer selected the Creative Curriculum for the preschool program after extensively researching the educational alignment and pedagogy to the State of Connecticut Early Learning and Development Standards. Professional development and coaching provided by Teaching Strategies, LLC is specific to the Creative Curriculum and Gold Assessment Program.



Office of Early Childhood
30-B Church Street
Waterbury, CT 06702

Maureen Bergin
Supervisor of Early Childhood

P: (203) 574-8024
F: (203) 574-6709
www.waterbury.k12.ct.us



Proposal

Teaching Strategies, LLC provides a research-based curriculum and assessment program promoting the growth of all areas of development in young children. Through the resources of Creative Curriculum, children learn to explore their environment, investigate through experimentation and discover new opportunities that lead to increased child outcomes through a series of six studies. By providing for continued accessibility to the Creative Curriculum and planning for future professional development opportunities, staff will continue to develop the skills necessary to introduce investigatory learning, monitor student progress through digital online resources and more effectively adjust their instructions to increase individual student outcomes.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 6295
for
Early Childhood Pre-school Curriculum
between
The City of Waterbury, Connecticut
and
Teaching Strategies, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City "or "Subscriber") and Teaching Strategies, LLC, located at 4500 East West Highway, Suite 300, Bethesda, Maryland 20814, a State of Maryland duly registered foreign corporation ("TS").

WHEREAS, TS submitted a proposal to the City responding to **RFP No. 6295** for Early Childhood Preschool Curriculum; and

WHEREAS, the City selected TS to perform services regarding **RFP No. 6295**; and

WHEREAS, the City has received funding from Title 1 Grant, Alliance Grant and the School Readiness Grant Miscellaneous Funds, for the payment of services and materials to be provided under this contract; and

WHEREAS, the City desires to obtain TS's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. TS shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. TS shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and TS will provide preschool curriculum, assessment material and professional learning services for the duration of the agreement to include but not be limited to the following, individual curricula for three- year old and four-year old learners, strong supports for English language learners; bilingual components for those who speak other languages; programs which differentiate between students with special needs and have Individual Education Programs as well as accelerated learners . TS shall provide all programs in print and online. The online program must be interactive and offer

student teacher interactive lessons and support Google Drive. The services to be provided by TS are more particularly detailed and described in the City of Waterbury RFP no 6295 and TS's response thereto which are attached hereto as part of **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by TS as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City of Waterbury Request for Proposal Number 6295("RFP"), Consisting of 9 pages, (excluding Contractor compliance documents and sample City contract) Attached hereto.

1.1.2 TS Response to City of Waterbury RFP Number 6295, consisting of 731pages (Incorporated by reference).

1.1.3 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference).

1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference.)

- 1.1.5 Certificates of Insurance (incorporated by reference)

1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances (Incorporated by reference)

1.1.7 All licenses. (Incorporated by reference)

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on TS. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Agreement

1.2.2 City of Waterbury RFP Number 6295

1.2.3 TS Response to City of Waterbury RFP Number 6295

1.3 License Grant. Subject to Subscriber's continued compliance with this Agreement, including payment of all fees, TS hereby grants to Subscriber a limited, non-exclusive, non-transferable license to access and use the Services as provided herein, and to have Authorized Users, as defined below herein. use and access the Services in accordance with the foregoing grant.

1.4 Delivery and Access. The Services will be provided through TS's website at www.teachingstrategies.com and such other sites as TS may designate (collectively, "Website"). Use of the Website is subject to additional terms and conditions contained within the Terms of Use and Privacy Policy set forth on the Website. Subscriber agrees that it will use the Services only as permitted herein. For the purpose of this Agreement, "Authorized Users" will include Subscriber's employees, contractors, consultants, and

those auditors, governmental authorities and other individuals and entities who may require access to Subscriber Data, as defined below. Subscriber agrees to be responsible for all use of the Services by its Authorized Users. Any breach of the Agreement by an Authorized User will be deemed a breach by Subscriber. TS will in no event be liable for any misuse by an Authorized User of the rights granted hereunder.

1.5 Prohibited Activities. Except as expressly authorized in this Agreement, Subscriber will not: (i) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or any portion thereof; (ii) use the Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (iii) modify, translate, or prepare any derivative work based on the Services; (iv) decompose, decode, or otherwise reverse engineer any TS technology; (v) allow any third party or unlicensed user or computer system to access or use the Services; or (vi) remove any proprietary notices or labels attached to the Services. Subscriber agrees to take all reasonable steps to protect the Services from unauthorized access, copying, or use.

1.6 Administration of Services.

1.6.1 Subscriber Administrator. Subscriber may designate one (1) or more of its employees to serve as the administrator(s) for the Services. The administrator is responsible for (i) assigning and administering passwords and usernames to the Authorized Users; (ii) setting up and maintaining access and permission rights for the Authorized Users; and (iii) where applicable, inputting data regarding the Authorized Users.

1.6.2 Registration. Subscriber will assign a unique username and password to all Authorized Users that will allow them to access and use the Services. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register his or her username and password with TS through the Website before the Authorized User can access the Services for the first time.

1.6.3 Password Protection. Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by TS regarding password security. TS may cancel or suspend the use of a username and password in the event that it is misused by Subscriber or an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS' sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Services. TS cannot and will not be liable for

any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.

1.6.4 Instructions. TS will make instructions regarding use of the Services available in electronic form on the Website, including instructions for accessing the Services, procedures for printing or storing data, and user identification and security procedures.

1.6.5 Retrieval of Data. Upon termination of the Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. TS will not be responsible for any Subscriber Data not retrieved within this period.

2. TS Representations Regarding Qualification and Accreditation. TS represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. TS further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. TS represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by TS under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.1.1 Criminal Background and DCF Background Check. TS shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. TS shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. TS shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.2. Representations regarding Qualifications. TS hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that TS and/or its employees be licensed, certified, registered, or otherwise qualified, TS and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, TS shall provide to the City a copy of TS's licenses, certifications, registrations, etc.

3. Responsibilities of TS. All data, information, etc. given by the City to TS and/or created by TS shall be treated by TS as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. TS agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a TS disclosure is required to comply with statute, regulation, or court order, TS shall provide prior advance written notice to the City of the need for such disclosure. TS agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent TS is required to be on City property to render its services hereunder, TS shall have access to such areas of City property as the City and TS agree are necessary for the performance of TS's services under this Contract (the "Site" or the "Premises") and at such times as the City and TS may mutually agree. TS shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. TS shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of TS, City may, but shall not be required to, correct same at TS's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent TS is required to be on City property to render its services hereunder, TS shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to TS, unless written permission is obtained from the City to work during other times. This condition shall not excuse TS from timely performance under the Contract. The work schedule must be agreed upon by the City and TS.

3.3. Cleaning Up. To the extent TS is required to be on City property to render its services hereunder, TS shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by TS, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to TS.

3.4. Publicity. TS agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases,

the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by TS shall be that standard of care and skill ordinarily used by other members of TS's profession practicing under the same or similar conditions at the same time and in the same locality. TS's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. TS's Employees. TS shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. TS acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. TS hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of TS to complete Due Diligence prior to submission of its proposal shall be borne by TS. Furthermore TS had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by TS, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with TS.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents,

Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that TS has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. TS shall deliver periodic written reports to the City's Using Agency, as required by the City, setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by TS and/or delivered by TS during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** TS's declaration as to whether the entirety of TS's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by an authorized representative.

NOTE: TS's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of TS's written request, the City will provide TS with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by TS hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by TS for the purpose of carrying out the services under this Contract.

5. Contract Time. Services to be provided under this Contract by TS shall commence on July 1, 2020 and shall terminate on June 30, 2025 ("Contract Time"):

5.1. Time is and shall be of the essence for the timely provision of all the services, subscriptions and work as set forth in the Project. It is expressly understood and agreed, by and between TS and City, that the Contract Time and commencing of all services is reasonable. TS shall be subject to City imposed fines and/or penalties in the event TS breaches the foregoing dates.

6. Compensation. The City shall compensate TS for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to TS shall not exceed **ONE HUNDRED EIGHTY THOUSAND, FIVE HUNDRED AND SEVENTEEN DOLLARS AND FIFTY CENT (\$ 180,517.50)** for the entire five-year term of this Agreement in accordance with TS Pricing Schedule set forth in **Attachment A** and as follows;

- 6.1.1 Teaching Strategies Gold Assessment Portfolio Fee
\$15.95 per student/portfolios for 930 students/portfolios
Amount not to exceed for entire five year period..... \$74,167.50
- 6.1.2 Creative Curriculum Digital Resources-Subscription Fee
To be paid on a yearly basis
Amount not to exceed for entire five year period..... \$58,750.00
- 6.1.3 Professional Development Implementing Creative Curriculum
Day 1 and Day 2 -A fee of \$2,380 per day per consultant will be charged. Due to the size of staff, we require 2 consultants per day.
Amount not to exceed for entire five year period..... \$47,600.00
- 6.1.4 Total Compensation for the five year term
In an amount not to exceed for entire five year period.....\$180,517.50

6.1.1 Subscription Fee. Access to the Services is subject to TS' receipt of the full amount of the yearly subscription fee. Yearly payment may be made by credit card or by check. TS may suspend Subscriber's access to and use of the Services if Subscriber fails to pay the yearly subscription fee within thirty (30) days of the invoice. Suspension of the Services does not reduce Subscriber's liability to pay for past due fees. Subscriber is responsible for paying all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with its use of the Services and any transactions that result there from, except for taxes based on TS income. This clause will not apply if Subscriber is tax exempt and provides TS with a tax exempt certificate.

6.2. Limitation of Payment. Compensation payable to TS is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of TS's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. TS's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 TS and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to TS in an amount equaling the sum or sums of money TS and/or its

affiliates is/are, or becomes delinquent or in arrears on, regarding TS's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. TS shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. TS shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to TS's demand for payment. The City shall not certify fees for payment to TS until the City has determines that TS has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of TS in preparing its proposal for **RFP No. 6295** shall be solely borne by TS and are not included in the compensation to be paid by the City to TS under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. TS shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. TS shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, TS shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until TS, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as TS has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but TS may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, TS shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

- 7. Warranties.** TS represents, warrants, and covenants that (i) its use of Subscriber Data during the Term of this Agreement will comply with its posted Privacy Policy; (ii) the Services will operate in substantial accordance with the specifications set forth in the documentation related to the Services; and (iii) it will use reasonable efforts to resolve operational problems related to the Services. Except as set forth herein, TS makes no other warranties and all other warranties, either express or implied, are hereby disclaimed, including but not limited to warranties of merchantability and fitness for a particular purpose. TS will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions due to errors or omissions of Subscriber.

7.1 Subscriber represents, warrants, and covenants that (i) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (ii) it has all necessary rights and permissions to grant access to the Services to its Authorized Users; (iii) it will obey all applicable laws, rules, and regulations in its use of the Services and Subscriber Data; (iv) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (v) Subscriber Data will not contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the event that TS becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

8. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to TS for that item. TS and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8.1. Subscriber Data. As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Services (“**Subscriber Data**”). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Services as set forth in this Contract. TS will handle all Subscriber Data in accordance with the Privacy Policy set forth on the Website and in accordance with all Federal, State and Local Laws.

8.2. Intellectual Property Rights. TS will own and retain all right, title, and interest in and to the Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Services and its components are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any document, web page, or other component of the Services or any related materials or documentation.

9. Indemnification.

9.1. TS shall indemnify, defend, and hold harmless the City, City’s Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property,

including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of TS, its employees, any subcontractor or TS, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of TS duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City or any of its boards, agents, employees or officers by TS or any employee of TS, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for TS or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. TS understands and agrees that any insurance required by this Contract, or otherwise provided by TS, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

9.4. TS expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by TS, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. TS shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at TS's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, TS shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by TS and as to any award made thereunder.

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, TS shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by TS, or its subcontractor, omission or commission.

10. TS's Insurance.

10.1. TS shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by TS and such insurance has been approved by the City. TS shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the

City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

10.2. At no additional cost to the City, TS shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from TS's obligation under this Contract, whether such obligations are TS's or subcontractor or person or entity directly or indirectly employed by said TS or subcontractor, or by any person or entity for whose acts said TS or subcontractor may be liable.

10.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

10.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by TS:

10.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate and **\$2,000,000.00** Products and completed operations
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

10.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit
(CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

10.4.3 Workers' Compensation: Statutory Limits within the State of
Connecticut: Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

TS shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

10.5. Failure to Maintain Insurance: In the event TS fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset TS's invoices for the cost of said insurance.

10.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from TS at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

10.7. Certificates of Insurance: TS's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under TS's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time TS executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and include a waiver of subrogation on all lines of coverage as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. TS must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

10.8. No later than thirty (30) calendar days after TS receipt, TS shall deliver to the City a copy of TS's insurance policies, endorsements, and riders.

11. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, TS represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by TS of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

11.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of TS's work and services shall be secured in advance and paid by TS. TS shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

11.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon TS for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. TS remains liable, however, for any applicable tax obligations it incurs. Moreover, TS represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

11.3. Labor and Wages. TS and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

11.3.1 TS is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

11.3.2 TS is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12. Discriminatory Practices. In performing this Contract, TS shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because

of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

12.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

12.2. Equal Opportunity. In its execution of the performance of this Contract, TS shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. TS agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Data Privacy

13.1. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of TS.

13.2. The Subscriber shall have access to and the ability to delete Student Data in the possession of TS except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by TS. The Subscriber may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Subscriber may request the deletion of Student Data by TS within two (2) business days of receiving such a request and provide to the Subscriber confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from TS that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

13.3. TS shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

13.4. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If TS receives a request to review Student Data in TS's possession directly from a student, parent, or guardian, TS agrees to refer that individual to the Subscriber and to notify the Subscriber within two (2) business days of receiving such a request. TS agrees to work cooperatively with the Subscriber to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with TS, and correct any erroneous information therein.

13.5. TS shall take actions designed to ensure the security and confidentiality of student data.

13.6. TS will notify the Subscriber, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by TS of a breach of Student Data, TS shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Subscriber with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

13.7. TS shall have thirty (30) days after expiration of the Agreement to delete, destroy, and/or return all Subscriber data in its possession.

13.8. TS and Subscriber shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

13.9. TS acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

13.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

14. Confidentiality/FERPA

14.1 Family Educational Rights and Privacy Act ("FERPA"). In the event Subscriber is subject to the provisions of the Family Educational Rights and Privacy Act (FERPA), the

Parties agree as follows: (A) Subscriber appoints TS as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that TS has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. (B) The parties acknowledge that in the course of service, TS may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). TS shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the Subscriber only for the purposes provided in this Agreement. (C) TS acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from Subscriber by TS in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill TS's responsibilities under the Agreement. In accordance with FERPA, the Parties agree that any consents to disclose information may be made electronically.

15. Termination.

15.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of TS, TS shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if TS shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to TS of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

15.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by TS under this Contract shall, at the option of the City, become the City's property, and TS shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

15.1.2 Notwithstanding the above, TS shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by TS, and the City may withhold any payments to TS for the purpose of setoff until such time as the exact amount of damages due the City from TS is determined.

15.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to TS. If this Contract is terminated by the City as provided herein, TS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of TS covered by this Contract, less payments of compensation previously made.

15.3. Termination for Non-Appropriation or Lack of Funding. TS acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. TS therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

15.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to TS.

15.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay TS for the agreed to level of the products, services and functions to be provided by TS under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to TS, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract. TS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

15.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate TS for any lost or expected future profits.

15.4. Rights Upon Cancellation or Termination.

15.4.1 Termination for Cause. In the event the City terminates this Contract for cause, TS shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, TS shall transfer all licenses to the City which TS is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate TS for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. TS shall be liable for costs incurred by the City, including

but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

15.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay TS for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and TS shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). TS shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and TS may negotiate a mutually acceptable payment to TS for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

15.4.3 Termination by TS. TS may terminate by written notice to the City this Agreement and Subscriber's access to the Services (i) upon written notice to Subscriber if Subscriber fails to pay or materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of notice; or (ii) immediately if Subscriber files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent, or is liquidated or otherwise dissolved. Within thirty (30) calendar days following the expiration of the Term, if Subscriber fails to pay and/or fails to execute a Subscription Agreement and/or Order for a renewal term, TS will suspend access to the Services until payment and required documentation is received.

15.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

15.4.5 Delivery of Documents. In the event of termination of this Contract, (i) TS shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay TS for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

16. Ownership of Instruments of Professional Services. The City acknowledges TS's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

17. Force Majeure. TS shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, TS shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. TS shall not, without the prior written approval of the City, subcontract, in whole or in part, any of TS's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of TS and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve TS from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

18.1. TS shall be as fully responsible to the City for the acts and omissions of TS's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by TS.

19. Assignability. TS shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due TS from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

20. Audit. The City reserves the right to audit TS's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to

make such an audit, TS shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Risk of Damage and Loss. TS shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by TS, by someone under the care and/or control of TS, by any subcontractor of TS, or by any shipper or delivery service. TS shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, TS shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

22. Interest of TS. TS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. TS further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and TS.

24. Independent Contractor Relationship. The relationship between the City and TS is that of client and independent contractor. No agent, employee, or servant of TS shall be deemed to be an employee, agent or servant of the City. TS shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and TS hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by TS hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and TS or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, TS hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that TS shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling

and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

26. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Contract Change Orders.

27.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

27.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

27.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

27.1.3 the Final Completion Date has not been changed.

27.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

27.2.1 an upward adjustment to a TS's payment claim, or

27.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

27.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both TS, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to TS's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

28. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and TS and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall

be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 6295** and (ii) TS's proposal responding to the aforementioned **RFP No. 6295**.

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. TS agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, TS shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Agreement. The City and TS each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

32. Governing Laws. This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or TS, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

TS: Teaching Strategies, LLC
4500 East West Highway, Suite 300
Bethesda, Maryland 20814
Attn: Chief Financial Officer

City: City of Waterbury
Waterbury Public Schools
c/o Darren Schwartz
236 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City’s Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City’s Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City’s Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime TS or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City’s Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime TS or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. TS is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10. TS hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

34.11. TS is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance

Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. TS hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to TS set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all TS records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

TEACHING STRATEGIES, LLC

By:  _____
Heather O'Shea

Its Chief Financial Officer

Date: 5/6/2020

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ATTACHMENT A

1. City of Waterbury Request for Proposal Number 6295(“RFP”), Consisting of 9 pages, (excluding Contractor compliance documents a, and sample City Contract) attached hereto
2. TS Response to City of Waterbury RFP Number 6295, consisting of 731 pages (Incorporated by reference)
3. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference)-
4. Stockholder’s Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference)
5. Certificates of Insurance (Incorporated by reference)
6. All applicable Federal, State and local statutes, regulations charter and ordinances (Incorporated by reference)
7. All licenses. (Incorporated by reference)



Date: May 27, 2020

**Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702**

Re: Board of Aldermen Approval Request of Contract for Middle School Mathematics Curriculum between the City of Waterbury and Houghton Mifflin Harcourt Publishing Company.

Dear Honorable Aldermen:

The Education Department respectfully requests your approval of the above-referenced contract in the amount of \$581,871.74 for Middle School Mathematics Curriculum between the City of Waterbury and Houghton Mifflin Harcourt Publishing Company.

This contract was initiated under the Request for Proposal process (RFP #6482). There were several bidders for this project with Houghton Mifflin Harcourt Publishing Company best meeting the requirements set forth in the Scope of Services as determined by a selection committee of mathematics teachers, mathematics specialists and school administrators. Houghton Mifflin Harcourt Publishing Company completed several projects for the City, the most recent being elementary science curriculum and professional learning. Houghton Mifflin Harcourt Publishing Company met all obligations satisfactorily.

Under this contract, Houghton Mifflin Harcourt Publishing Company will provide all student and teacher print material and digital licenses for grades 6, 7, and 8 as well as professional learning services for middle school teachers and administrators for a period of five years. The program also includes a comprehensive, standards-based assessment suite that measures student growth.

The Contract Term is five years effective on the date signed by the Mayor. The project is being funded by the Alliance Grant (1920) in the amount of \$581,871.74.

Accordingly, attached for your review and consideration are 11 copies of the Request for Proposal prepared by the Education Department-Mathematics; the proposed contract; Disclosure and Certification of Obligations, Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Janet Frenis
Supervisor of Elementary Mathematics
236 Grand St., Room 104
203 574-8341

Attachment
cc: Attorney *Dawn Desantis*
File: CRT20-084

PROFESSIONAL SERVICES AGREEMENT
RFP # 6482
for
Middle School Mathematics Curriculum
between
The City of Waterbury, Connecticut
and
Houghton Mifflin Harcourt Publishing Company

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY, located at 125 High Street, Boston Massachusetts 02110,, a State of Massachusetts, duly registered foreign corporation, with offices at 1900 South Batavia Avenue, Geneva, Illinois 60134 (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to City of Waterbury Request for Proposal #6482 ("**RFP # 6482**") for Middle School Mathematics Curriculum; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP # 6482**; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of the provision of a comprehensive middle school mathematics program that includes lessons, resources, and assessments that are aligned to the Common Core State Standards in Mathematics as well as initial and ongoing professional development for teachers and administrators. The professional development training will be conducting during the 2020-21 and 2021-2022 school years. The dates will include all district professional development days which typically occur in August, October and March. The additional full day professional learning and coaching sessions will occur on dates to be determined during the school year based on building schedules.

The curriculum, instruction, assessment and other materials shall demonstrate strong horizontal and vertical alignment to the Common Core State Standards in Mathematics for grades 6-8 specifically; shall include assessments that directly measure mastery of the Common Core State Standards in Mathematics and be similar to the interactive item types in the Smarter Balanced Assessments in mathematics. The program shall have strong supports for English Language Learners and shall include supports for differentiation for students who struggle with mathematics. The program shall be available in print and online and the online component shall have the capability to offer interactive lessons and communications between the teachers and the students. The program shall include an intervention component, independent of an outside vendor, which allows students to work at their instructional levels. The Consultant shall have an online data management system that complies with all applicable FERPA laws.

The Project shall be as more particularly detailed and described in RFP # 6482 and Consultant's response thereto which are attached hereto as part of Attachment A and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 RFP # 6482, consisting of 9 pages, attached hereto.
- 1.1.2 Addendum #1 to RFP # 6482, dated September 30, 2019, consisting of 3 pages, attached hereto.
- 1.1.3 Consultant's response to RFP #6482, dated October 3, 2019, consisting of 98 pages, attached hereto.
- 1.1.4 Consultant's revised Cost Proposal, dated February 24, 2020, consisting of 8 pages, attached hereto.
- 1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference.
- 1.1.6 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference.
- 1.1.7 Certificates of Insurance, incorporated by reference.
- 1.1.8 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference.
- 1.1.9 All licenses, incorporated by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract
- 1.2.2 Addendum #1 to RFP # 6482
- 1.2.3 RFP # 6482

1.2.4 Consultant's response to RFP #6482

1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations.

All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Intentionally Omitted.

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the

services required (“Due Diligence”) and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Consultant shall deliver periodic, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation

represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by a duly authorized representative of the Consultant

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9 Student Data Requirements.

3.9.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Contractor.

3.9.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that with industry standards/practices/protocols.

3.9.3 The Contractor shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.9.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein.

3.9.5 The Contractor shall take actions designed to ensure the security and confidentiality of student data.

3.9.6 The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of Student Data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.9.7 Student Data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

3.9.8 The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.9.9 The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.9.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall commence all work and services required under Contract on July 1, 2020 and shall complete all work and services required under this Contract on June 30, 2025. ("Contract Time"):

5.1. Time is and shall be of the essence for the completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above.

6. **Compensation.** The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. **Fee Schedule.** The fee payable to the Consultant shall not exceed **FIVE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS and SEVENTY-FOUR CENTS (\$581,871.74), for the entire five year term of this Contract**, and shall be in accordance with Consultant's Revised Cost Proposal, dated February 24, 2020, attached hereto and made part hereof as part of **Attachment A**, with the basis of payment being as follows:

- 6.1.1 Total for HMH Into Math and related Items Grade 6
In an amount not to exceed
One Hundred Sixty-Two Thousand Eight Hundred
Thirty-Three Dollars and Sixty Cents.....\$162,833.60
- 6.1.2 Total for HMH Into Math and related Items Grade 7
In an amount not to exceed
One Hundred Sixty-Nine Thousand Nine Hundred
Twenty-Four Dollars and Forty-Five Cents.....\$169,924.45
- 6.1.3 Total for HMH Into Math and related Items Grade 8
In an amount not to exceed
One Hundred Sixty-Seven Thousand Four Hundred
Thirteen Dollars and Sixty-Nine Cents.....\$167,413.69
- 6.1.4 Total compensation for Professional Learning Services
In an amount not to exceed
Eighty-One Thousand Seven Hundred Dollars.....\$81,700.00
- 6.1.5 Total Compensation
In an amount not to exceed
Five Hundred Eighty-One Thousand Eight Hundred
Seventy-One Dollars and Seventy-Four Cents.....\$581,871.74

6.2. **Limitation of Payment.** Compensation payable to the Consultant is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the

compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP # 6482** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for

infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & Owned autos..

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act. **\$1,000,000.00** Aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Consultant's General and Automobile Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers**

Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear". The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Consultant receipt, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Consultant and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be

instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Confidentiality/FERPA.

12.1 Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Contractor shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

12.2 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by the Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

12.3 Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the

covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of

time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day

period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said

subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject

matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP # 6482** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP # 6482**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall

continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: Houghton Mifflin Harcourt Publishing Company
1900 South Batavia Avenue
Geneva, Illinois 60134

City: City of Waterbury
c/o Waterbury Public Schools
236 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates

have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to

the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

Christine Brand

HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY

By: _____
Its Senior Director, Proposals

Date: May 11, 2020

ATTACHMENT A

- 1.1.1** RFP # 6482, consisting of 9 pages, attached hereto.
- 1.1.2** Addendum #1 to RFP # 6482, dated September 30, 2019, consisting of 3 pages, attached hereto.
- 1.1.3** Consultant's response to RFP # 6482, dated October 3, 2019, consisting of 98 pages, attached hereto.
- 1.1.4** Consultant's revised Cost proposal, dated February 24, 2020, consisting of 8 pages, attached hereto.
- 1.1.5** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference.
- 1.1.6** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference.
- 1.1.7** Certificates of Insurance, incorporated by reference.
- 1.1.8** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference.
- 1.1.9** All licenses, incorporated by reference.



June 2, 2020

Honorable Board Members
Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702

Re: **Board of Education Approval Request of Contract** for High School English Language Arts and Mathematics Curriculum (SpringBoard) between the City of Waterbury and CollegeBoard.

Dear Honorable Board Members:

The Education Department respectfully requests your approval of the above-referenced contract. The contract, once finalized, will be provided. The amount of the contract over three years will be \$529,525.05. CollegeBoard is considered to be a sole source.

Under this contract, CollegeBoard will provide the City with access to print and online learning materials, as well as professional learning, to implement a standard based curriculum in English Language Arts and Mathematics for grades 9-12 (SpringBoard). The funding for these materials and services is the Alliance Grant. The City has utilized SpringBoard for English Language Arts and Mathematics curriculum in the past and the CollegeBoard has met all obligations satisfactorily.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Darren Schwartz
Chief Academic Officer
236 Grand St., Room 161
203 574-8016

April 2020 Expenditure Report

| ACCOUNT | CLASSIFICATION | FY 20 ORIGINAL BUDGET | FY 20 ADJUSTED BUDGET | APRIL EXPENDITURE | APRIL ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|--------------------------|----------------------------------|--------------------------|--------------------------|----------------------|----------------------|---------------------|----------------------|-------------------------|
| Salaries | | | | | | | | |
| 511101 | Administrators | \$8,781,615 | \$8,481,615 | \$6,858,338 | \$0 | \$1,623,277 | \$8,531,351 | (\$49,736) |
| 511102 | Teachers | \$71,076,606 | \$67,338,606 | \$48,650,461 | \$0 | \$18,688,145 | \$67,414,391 | (\$75,785) |
| 511104 | Superintendent | \$410,000 | \$410,000 | \$331,154 | \$0 | \$78,846 | \$410,000 | \$0 |
| 511106 | Early Incentive Certified | \$931,968 | \$931,968 | \$1,003,733 | \$0 | (\$71,765) | \$1,003,733 | (\$71,765) |
| 511107 | Certified Coaches | \$764,000 | \$764,000 | \$483,245 | \$0 | \$280,755 | \$500,000 | \$264,000 |
| 511108 | School Psychologists | \$1,814,828 | \$1,664,828 | \$997,016 | \$0 | \$667,812 | \$1,637,408 | \$27,420 |
| 511109 | School Social Workers | \$1,949,419 | \$1,849,419 | \$1,151,052 | \$0 | \$698,367 | \$1,831,669 | \$17,750 |
| 511110 | Speech Pathologists | \$2,308,110 | \$2,208,110 | \$1,442,790 | \$0 | \$765,320 | \$2,192,860 | \$15,250 |
| 511113 | Extra Compensatory Stipend | \$97,000 | \$97,000 | \$0 | \$0 | \$97,000 | \$97,000 | \$0 |
| 511201 | Non-Certified Salaries | \$2,333,585 | \$2,333,585 | \$1,733,792 | \$0 | \$599,793 | \$2,333,585 | \$0 |
| 511202 | Clerical Wages | \$963,037 | \$963,037 | \$761,688 | \$0 | \$201,349 | \$963,037 | \$0 |
| 511204 | Crossing Guards | \$363,055 | \$363,055 | \$296,053 | \$0 | \$67,002 | \$363,055 | \$0 |
| 511206 | Educational | \$464,447 | \$464,447 | \$216,018 | \$0 | \$248,429 | \$464,447 | \$0 |
| 511212 | Substitute Teachers | \$2,945,000 | \$2,575,000 | \$1,256,450 | \$30,864 | \$1,287,686 | \$1,287,314 | \$1,287,686 |
| 511215 | Cafeteria Aides | \$80,000 | \$80,000 | \$88,717 | \$0 | (\$8,717) | \$80,000 | \$0 |
| 511217 | Library Aides | \$166,617 | \$166,617 | \$111,561 | \$0 | \$55,056 | \$166,617 | \$0 |
| 511219 | School Clerical | \$1,896,215 | \$1,896,215 | \$1,419,583 | \$0 | \$476,632 | \$1,896,215 | \$0 |
| 511220 | Fiscal Administration | \$514,230 | \$514,230 | \$255,362 | \$0 | \$258,868 | \$514,230 | \$0 |
| 511222 | Transportation Coordinator | \$101,039 | \$101,039 | \$82,862 | \$0 | \$18,177 | \$101,039 | \$0 |
| 511223 | Office Aides | \$170,000 | \$170,000 | \$140,275 | \$0 | \$29,725 | \$170,000 | \$0 |
| 511225 | School Maintenance Non-Certified | \$2,184,221 | \$2,184,221 | \$1,369,673 | \$0 | \$814,548 | \$2,034,221 | \$150,000 |
| 511226 | Custodians Non-Certified | \$5,352,068 | \$5,352,068 | \$3,927,997 | \$0 | \$1,424,071 | \$5,309,762 | \$42,306 |
| 511227 | Overtime - Outside Activities | \$200,000 | \$200,000 | \$248,825 | \$0 | (\$48,825) | \$200,000 | \$0 |
| 511228 | Paraprofessionals | \$10,044,144 | \$10,044,144 | \$7,802,578 | \$0 | \$2,241,566 | \$9,809,144 | \$235,000 |
| 511229 | Bus Duty | \$250,000 | \$250,000 | \$1,147 | \$0 | \$248,853 | \$250,000 | \$0 |
| 511232 | Attendance Counselors | \$111,185 | \$111,185 | \$91,144 | \$0 | \$20,041 | \$111,185 | \$0 |
| 511233 | ABA Behaviorial Therapist | \$1,589,085 | \$1,589,085 | \$1,077,148 | \$0 | \$511,937 | \$1,589,085 | \$0 |
| 511234 | Interpreters | \$135,795 | \$135,795 | \$72,009 | \$0 | \$63,786 | \$135,795 | \$0 |
| 511237 | Swing Space | \$0 | \$0 | \$30,581 | \$0 | (\$30,581) | \$30,581 | (\$30,581) |
| 511650 | Overtime | \$740,000 | \$740,000 | \$441,732 | \$0 | \$298,268 | \$709,419 | \$30,581 |
| 511653 | Longevity | \$15,300 | \$15,300 | \$13,415 | \$0 | \$1,885 | \$15,300 | \$0 |
| 511700 | Extra Police Protection | \$520,516 | \$520,516 | \$65,997 | \$0 | \$454,520 | \$520,516 | \$0 |
| 511800 | Vacation and Sick Term Payout | \$111,279 | \$111,279 | \$142,451 | \$0 | (\$31,172) | \$130,000 | (\$18,721) |
| 522501 | Health Insurance - General | \$0 | \$4,000,000 | \$4,000,000 | \$0 | \$0 | \$4,000,000 | \$0 |
| 529001 | Car Allowance | \$75,000 | \$75,000 | \$47,056 | \$0 | \$27,944 | \$75,000 | \$0 |
| 529003 | Meal Allowances | \$19,800 | \$19,800 | \$9,540 | \$2,218 | \$8,043 | \$11,758 | \$8,042 |
| Subtotal Salaries | | \$119,479,164 | \$118,721,164 | \$86,621,442 | \$33,082 | \$32,066,640 | \$116,889,717 | \$1,831,447 |

| ACCOUNT | CLASSIFICATION | FY 20 ORIGINAL BUDGET | FY 20 ADJUSTED BUDGET | APRIL EXPENDITURE | APRIL ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|------------------------------------|---------------------------------|--------------------------|--------------------------|----------------------|----------------------|--------------------|---------------------|-------------------------|
| Purchased Services | | | | | | | | |
| 533009 | Evaluation | \$74,250 | \$21,729 | \$12,369 | \$0 | \$9,360 | \$12,248 | \$9,481 |
| 533020 | Consulting Services | \$371,125 | \$426,625 | \$239,029 | \$182,936 | \$4,659 | \$426,625 | \$0 |
| 533100 | Auditing | \$54,000 | \$51,021 | \$51,021 | \$0 | \$0 | \$51,021 | \$0 |
| 539005 | Sporting Officials | \$35,000 | \$33,680 | \$11,796 | \$9,000 | \$12,884 | \$33,680 | \$0 |
| 539007 | Report Cards | \$9,000 | \$196 | \$0 | \$196 | \$0 | \$196 | \$0 |
| 539008 | Messenger Service | \$28,600 | \$29,920 | \$21,080 | \$8,840 | \$0 | \$29,920 | \$0 |
| 543000 | General Repairs & Maintenance | \$1,740,700 | \$1,793,040 | \$1,146,140 | \$586,972 | \$59,927 | \$1,740,700 | \$52,340 |
| 543011 | Maintenance - Service Contracts | \$730,000 | \$625,310 | \$400,664 | \$224,647 | \$0 | \$677,650 | (\$52,340) |
| 544002 | Building Rental | \$555,539 | \$557,889 | \$506,053 | \$30,787 | \$21,050 | \$557,889 | \$0 |
| 545002 | Water | \$255,000 | \$255,000 | \$181,181 | \$0 | \$73,819 | \$255,000 | \$0 |
| 545006 | Electricity | \$3,129,855 | \$3,129,855 | \$2,324,786 | \$0 | \$805,069 | \$3,129,855 | \$0 |
| 545013 | Security/Safety | \$125,000 | \$125,000 | \$54,392 | \$69,464 | \$1,144 | \$125,000 | \$0 |
| 551000 | Pupil Transportation | \$15,241,207 | \$15,241,207 | \$9,992,770 | \$5,248,437 | \$0 | \$14,510,268 | \$730,939 |
| 553001 | Postage | \$70,000 | \$70,000 | \$41,158 | \$0 | \$28,842 | \$70,000 | \$0 |
| 553002 | Telephone | \$250,000 | \$250,000 | \$180,114 | \$4,214 | \$65,672 | \$250,000 | \$0 |
| 553005 | Wide-area Network (SBC) | \$93,600 | \$93,600 | \$67,053 | \$4,061 | \$22,486 | \$93,600 | \$0 |
| 556055 | Tuition - Outside | \$8,225,000 | \$8,883,000 | \$5,398,610 | \$2,864,759 | \$619,631 | \$9,180,661 | (\$297,661) |
| 556056 | Purchased Service - Outside | \$2,627,897 | \$2,802,897 | \$1,902,317 | \$811,163 | \$89,417 | \$2,827,897 | (\$25,000) |
| 557000 | Tuition Reimbursement | \$6,000 | \$6,000 | \$0 | \$0 | \$6,000 | \$6,000 | \$0 |
| 558000 | Travel Expenses | \$18,000 | \$8,000 | \$3,498 | \$0 | \$4,502 | \$3,498 | \$4,502 |
| 559001 | Advertising | \$25,000 | \$8,000 | \$2,426 | \$0 | \$5,574 | \$8,000 | \$0 |
| 559002 | Printing & Binding | \$50,000 | \$60,000 | \$58,114 | \$0 | \$1,886 | \$70,114 | (\$10,114) |
| 559104 | Insurance - Athletics | \$23,000 | \$23,000 | \$22,057 | \$0 | \$943 | \$23,000 | \$0 |
| Subtotal Purchased Services | | \$33,737,773 | \$34,494,969 | \$22,616,628 | \$10,045,476 | \$1,832,866 | \$34,082,822 | \$412,148 |
| Supplies/Materials | | | | | | | | |
| 561100 | Instructional Supplies | \$1,620,000 | \$1,563,724 | \$1,214,446 | \$103,978 | \$245,300 | \$1,563,724 | \$0 |
| 561200 | Office Supplies | \$71,840 | \$78,116 | \$52,687 | \$10,592 | \$14,838 | \$78,116 | \$0 |
| 561204 | Emergency/Medical Supplies | \$4,000 | \$4,000 | \$88 | \$1,412 | \$2,500 | \$4,000 | \$0 |
| 561210 | Intake Center Supplies | \$1,500 | \$1,500 | \$1,484 | \$8 | \$7 | \$1,500 | \$0 |
| 561211 | Recruitment Supplies | \$50,000 | \$50,000 | \$27,342 | \$22,114 | \$544 | \$50,000 | \$0 |
| 561212 | Medicaid Supplies | \$15,000 | \$15,000 | \$722 | \$13,906 | \$373 | \$15,000 | \$0 |
| 561501 | Diesel | \$156,585 | \$156,585 | \$100,053 | \$56,543 | (\$11) | \$156,596 | (\$11) |
| 561503 | Gasoline | \$35,000 | \$35,000 | \$20,960 | \$0 | \$14,040 | \$35,000 | \$0 |
| 561505 | Natural Gas | \$1,666,000 | \$1,666,000 | \$1,247,942 | \$0 | \$418,058 | \$1,666,000 | \$0 |
| 561507 | Janitorial Supplies | \$235,000 | \$235,000 | \$179,903 | \$49,336 | \$5,761 | \$235,000 | \$0 |
| 561508 | Electrical Supplies | \$50,000 | \$50,000 | \$17,212 | \$8,402 | \$24,386 | \$50,000 | \$0 |
| 561509 | Plumbing Supplies | \$100,000 | \$100,000 | \$66,195 | \$18,121 | \$15,684 | \$100,000 | \$0 |
| 561510 | Building & Ground Supplies | \$150,000 | \$150,000 | \$135,927 | \$13,929 | \$144 | \$150,000 | \$0 |
| 561511 | Propane | \$285,938 | \$285,938 | \$183,258 | \$0 | \$102,680 | \$285,938 | \$0 |
| 567000 | Clothing Supplies | \$40,000 | \$40,000 | \$32,016 | \$576 | \$7,408 | \$40,000 | \$0 |
| 567001 | Crossing Guard Uniforms | \$2,000 | \$2,000 | \$1,986 | \$0 | \$14 | \$2,000 | \$0 |

| ACCOUNT | CLASSIFICATION | FY 20 ORIGINAL BUDGET | FY 20 ADJUSTED BUDGET | APRIL EXPENDITURE | APRIL ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|-------------------------------------|--|--------------------------|--------------------------|----------------------|----------------------|---------------------|----------------------|-------------------------|
| 569010 | Recreational Supplies | \$20,000 | \$20,000 | \$9,165 | \$850 | \$9,985 | \$20,000 | \$0 |
| 569029 | Athletic Supplies | \$130,000 | \$130,000 | \$88,032 | \$17,633 | \$24,335 | \$130,000 | \$0 |
| Subtotal Supplies/Materials | | \$4,632,863 | \$4,582,863 | \$3,379,417 | \$317,400 | \$886,046 | \$4,582,874 | (\$11) |
| Property | | | | | | | | |
| 575008 | Furniture-Misc. | \$50,000 | \$40,000 | \$4,246 | \$0 | \$35,754 | \$40,000 | \$0 |
| 575200 | Office Equipment | \$160,000 | \$228,804 | \$224,617 | \$1,973 | \$2,214 | \$228,804 | \$0 |
| 575408 | Plant Equipment | \$40,000 | \$40,000 | \$6,651 | \$20,938 | \$12,411 | \$40,000 | \$0 |
| Subtotal Property | | \$250,000 | \$308,804 | \$235,514 | \$22,911 | \$50,379 | \$308,804 | \$0 |
| Other/Miscellaneous | | | | | | | | |
| 589021 | Mattatuck Museum | \$13,000 | \$13,000 | \$9,709 | \$2,374 | \$917 | \$13,000 | \$0 |
| 589034 | Board of Ed Commissioners | \$20,700 | \$20,700 | \$17,251 | \$0 | \$3,449 | \$20,700 | \$0 |
| 589036 | Emergency Fund | \$9,500 | \$9,500 | \$9,337 | \$0 | \$163 | \$9,500 | \$0 |
| 589201 | Mileage | \$30,000 | \$22,000 | \$7,520 | \$0 | \$14,480 | \$22,000 | \$0 |
| 589205 | Coaches Reimbursements | \$7,000 | \$7,000 | \$2,493 | \$0 | \$4,507 | \$7,000 | \$0 |
| 589900 | Dues & Publications | \$60,000 | \$60,000 | \$51,504 | \$1,251 | \$7,245 | \$60,000 | \$0 |
| 591002 | Transfer to Sinking Fund | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,243,584 | (\$2,243,584) |
| 591004 | Athletic Revolving Fund | \$135,000 | \$135,000 | \$135,000 | \$0 | \$0 | \$135,000 | \$0 |
| Total Other/Miscellaneous | | \$275,200 | \$267,200 | \$232,814 | \$3,624 | \$30,762 | \$2,510,784 | (\$2,243,584) |
| GRAND TOTAL OPERATING BUDGET | | \$158,375,000 | \$158,375,000 | \$113,085,816 | \$10,422,492 | \$34,866,692 | \$158,375,000 | \$0 |
| Other Additional Funding | | | | | | | | |
| | Alliance Non-Reform/Reform | \$15,932,468 | \$15,932,468 | \$9,351,155 | \$0 | \$6,581,313 | \$15,932,468 | \$0 |
| | Alliance Increase from Budget Reductions | \$1,510,313 | \$1,510,313 | \$1,130,566 | \$0 | \$379,747 | \$1,510,313 | \$0 |
| | GF Surplus 15-16 | \$1,000,000 | \$1,000,000 | \$0 | \$0 | \$1,000,000 | \$0 | \$1,000,000 |
| | GF Surplus 14-15 | \$1,000,000 | \$1,000,000 | \$0 | \$0 | \$1,000,000 | \$0 | \$1,000,000 |
| | GF Surplus 16-17 | \$450,000 | \$450,000 | \$0 | \$0 | \$450,000 | \$0 | \$450,000 |
| | Contingency Surplus | \$500,000 | \$500,000 | \$0 | \$0 | \$500,000 | \$0 | \$500,000 |
| | City Non Lapsing Account | \$675,000 | \$675,000 | \$0 | \$0 | \$675,000 | \$0 | \$675,000 |
| Total Additional Funding | | \$21,067,781 | \$21,067,781 | \$10,481,721 | \$0 | \$10,586,060 | \$17,442,781 | \$3,625,000 |
| GRAND TOTAL ALL FUNDING | | \$179,442,781 | \$179,442,781 | \$123,567,537 | \$10,422,492 | \$45,452,752 | \$175,817,781 | \$3,625,000 |

Department of Education
Projected COVID 19 Savings
as of May 26, 2020

| | |
|---|--------------------|
| Certified Coaches - Spring Season | \$264,000 |
| Substitute Teachers | \$787,686 |
| Bus Duty | \$62,500 |
| Overtime | \$215,000 |
| Extra Police Protection - Spring Events | \$25,000 |
| Sporting Officials - Spring Season | \$12,884 |
| <i>Pupil Transportation *</i> | \$2,291,207 |
| Travel Expenses | \$4,502 |
| Athletic Supplies - High School | \$7,260 |
| Recreation - Middle School | \$9,985 |
| Coaches Reimbursements - Spring Season | \$12,500 |
| Utilities (Electricity & Gas) | \$180,000 |
| Total Projected Savings | \$3,872,524 |

** estimated savings - final negotiations in process*

**BOARD OF EDUCATION
Waterbury, Connecticut**

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Superintendent recommends the following transfer for fiscal year 2019/2020:

| DESCRIPTION | Acct Unit | Account | TO | FROM |
|---|------------------|----------------|--------------------|----------------------|
| District Wide Athletics- Certified Coaches | 87510005 | 511107 | | (\$264,000) |
| Curriculum- Substitutes | 87510301 | 511212 | | (\$1,200,000) |
| O&M – School Maint Non Certified | 88031006 | 511225 | | (\$150,000) |
| O&M- Custodians | 88031006 | 511226 | | (\$42,306) |
| O&M- Overtime | 88031006 | 511650 | | (\$215,000) |
| Special Education- Paraprofessional | 88510000 | 511228 | | (\$235,000) |
| Student Transportation-Bus Duty | 88510001 | 511229 | | (\$62,500) |
| District Wide Support- Extra Police Protection | 87510004 | 511700 | | (\$25,000) |
| O&M- Transfer to Sinking Fund | 88031006 | 591002 | \$2,193,806 | |
| To transfer funds from Covid-19 savings and surplus accounts into Sinking Fund. | | | | |
| TOTAL | | | \$2,193,806 | (\$2,193,806) |

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BUDGET REDUCTION PLAN 2020-2021**Finance Committee - Board of Education****Tuesday, June 2, 2020**

| | |
|--|----------------------|
| 2020-2021 BOE Gross Budget Proposal | \$186,013,182 |
| Alliance Year 9 (Operating Costs) | (\$23,442,782) |
| General Fund 2016-2017 Surplus | (\$450,000) |
| General Fund 2015-2016 Surplus | (\$1,000,000) |
| General Fund 2014-2015 Surplus | (\$1,000,000) |
| City Non Lapsing Account | (\$500,000) |
| Contingency Surplus | (\$675,000) |
| 2020-2021 BOE Approval to Transmit 2-20-2020 | \$158,945,400 |
| 2020-2021 Mayor/ BOA Proposed Education Budget | \$158,375,000 |
| Difference | \$570,400 |
| ***** | |
| BUDGET GAP | \$570,400 |
| Budget Reductions: | |
| Director of Communications (correction - funded in Title I) | (\$85,000) |
| Elementary Teacher (1) (Walsh vacancy cut) | (\$55,000) |
| Out of District Tuition (remaining increase \$990,000) | (\$300,000) |
| Purchased Services - Special Ed (remaining increase \$172,013) | (\$200,000) |
| Travel Expenses | (\$2,000) |
| Water | (\$15,000) |
| Attrition - Non Certified | (\$61,760) |
| Budget Additions: | |
| Director of College & Career Readiness | \$148,360 |
| Total Budget Reductions & Additions | (\$570,400) |
| Adjusted Budget Gap | \$0 |