



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: June 5, 2019

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Committee Meetings – Thursday, June 6, 2019, 5:30 p.m.,
West Side Middle School
Notice of Regular Meeting – Thursday, June 20, 2019
6:30 p.m., Waterbury Arts Magnet School Atrium

The Committees of the Board of Education will meet on Thursday, June 6, 2019, 5:30 p.m., West Side Middle School, Media Center, 483 Chase Parkway, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

- 1. Committee of the Whole/20 minutes ~ Principal’s Report (no backup) – Maria Burns.

PUBLIC SPEAKING

- 2. Committee on Finance/3 minutes ~ Connecticut State Department of Education ED-099 Agreement for Child Nutrition Programs Authorized Signatures Change Form – L. Franzese.
- 3. Committee on Finance/2 minutes: Request approval to participate in the Healthy Food Certification Program per CGS 10-215f – L. Franzese.
- 4. Committee on Finance/2 minutes: Request approval of the beverage exemption statement for the Healthy Food Certification relative to CGS 10-221q – L. Franzese.
- 5. Committee on Finance/2 minutes: Request approval of the food exemption statement for the Healthy Food Certification relative to CGS 10-221q – L. Franzese.
- 6. Committee on Finance/5 minutes: Request approval of a contract with All Trade Industries, LLC for installation of a walk-in freezer, cooler and gas generator – L. Franzese.
- 7. Committee on Finance 3 minutes: Request approval of Amendment Two to the Agreement with PTSMA, Inc. d/b/a Select Physical Therapy, to provide athletic trainer services for interscholastic sports – J. Gorman.
- 8. Committee on Finance/5 minutes: ~ Request approval of a College Readiness and Success Contract with College Board for exams, products, and services.
- 9. Committee of the Whole/15 minutes ~ School Safety Report (no backup)– W. Clark, J. Herman.

10. Committee of the Whole ~ Informational: Summer School 2019 Schedule.
11. Committee on Finance ~ FYI – April 2019 Monthly Expenditure Report.
12. Committee on Finance/5 minutes: Request approval of agreements with the following for out-of-district placements for students: M. Baldwin
 - a) Adelbrook, Inc.
 - b) Boys and Girls Village, Inc.
 - c) Capitol Region Education Council
 - d) Connecticut Holdings, LLC d/b/a Solterra Academy
 - e) Connecticut Junior Republic Association
 - f) Hope Academy of Milford, Inc.
 - g) University of Saint Joseph
 - h) The Children’s Center of Hamden, Inc.
 - i) Wheeler Clinic, Inc.
13. Committee on Finance/5 minutes: Request approval of Amendment #1 to the agreements with the following for special education services for students: M. Baldwin
 - a) Connecticut Regional Education Council
 - b) Saint Vincent’s Special Needs Center, Inc.
 - c) Specialized Education of Connecticut, Inc. d/b/a High Road School
14. Committee on Finance/3 minutes: Request approval of a Student Intern Affiliation Agreement with the University of Connecticut School of Social Work for social work student internships – M. Baldwin.
15. Committee on Finance/3 minutes: Request approval of an Agreement with CW Resources, Inc. to provide transition services to students with disabilities – M. Baldwin.
16. Committee on Finance/3 minutes: Request approval of a Professional Services Agreement with EBS Healthcare, Inc. to provide Registered Behavior Technician Services – M. Baldwin.
17. Committee on Finance/3 minutes: Request approval of a Professional Services Agreement with Connecticut Behavioral Health, LLC to provide Registered Behavior Technician Services – M. Baldwin.
18. Committee on Finance/3 minutes: Request approval of a Professional Services Agreement with EBS Healthcare, Inc. to provide Board Certified Behavioral Analyst Services – M. Baldwin.
19. Committee on Finance/3 minutes: Request approval of a Professional Services Agreement with Robert Davis d/b/a Summit Support Services. to provide Board Certified Behavioral Analyst Services – M. Baldwin.
20. Committee of the Whole/15 minutes ~ Discussion: Strategic Plan – Dr. Ruffin.
21. Committee of the Whole/5 minutes ~ Board of Education appointee to the Greater Waterbury Cable Council (no backup) – Dr. Ruffin.
22. Committee on Building & School Facilities/2 minutes ~ Request approval to file a grant application for the proposed Bunker Hill School Elevator Project (no backup) – W. Clark.
23. Committee on Building & School Facilities/2 minutes ~ Request approval of the preparation of schematic drawings and outline specifications for the proposed Bunker Hill School Elevator Project(no backup) – W. Clark.
24. Committee on Building & School Facilities/2 minutes ~ Request approval of the formation of a Building Committee for the proposed Bunker Hill School Elevator Project (no backup)– W. Clark.
25. Committee on Building & School Facilities/2 minutes ~ Request approval to file a grant application for the proposed Washington School Elevator Project (no backup)– W. Clark.

26. Committee on Building & School Facilities/2 minutes ~ Request approval of the preparation of schematic drawings and outline specifications for the proposed Washington School Elevator Project(no backup) – W. Clark.
27. Committee on Building & School Facilities/2 minutes ~ Request approval of the formation of a Building Committee for the proposed Washington School Elevator Project (no backup)– W. Clark.
28. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Clark.
29. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.

30. SUPERINTENDENT’S UPDATE TO THE BOARD

31. Superintendent’s Notification to the Board/5 minutes:

a. Athletic appointments:

Atkinson, Damon – WHS Assistant Football Coach, effective 8/13/19.
 Imperato, Christian – WHS JV Baseball Coach, effective 05/16/19.
 Likorama, Robert – KHS Head Boys Soccer Coach, effective 08/29/19.
 McKenna, Hollis – WMS Volleyball Coach, effective 9/1/19.
 Ouellette, Heidi – WHS Assistant Girls Basketball Coach, effective 11/1/19.
 Ouellette, Heidi – WHS Assistant Volleyball Coach, effective 8/1/19.
 Perusse, Joseph – WHS Assistant Track Coach, effective 04/26/19.
 Soeprasteyo, Preston – WHS Assistant Football Coach, effective 8/13/19
 Stroud, Lori – WHS Associate Unified Sports Coach, effective 8/26/19
 Wilson, Darryl – CHS Assistant Baseball Coach, effective 03/28/19.

b. Summer School Administrative Appointments:

SOAR Coordinator	Michael Theriault
Carrington School	Lisa Romano
Duggan School	Melissa DiGiovanni
Gilmartin School	Jennifer Rosser
Reed School	Diurca Tomasella
Maloney School	Donna Cullen
Rotella School	Robin Henry
ESY Coordinator	Kathleen Ferrucci
NEMS/Wilby ESY	Jamie Miller
Wallace/Crosby ESY	Sean Blaney
Bucks Hill Annex ESY	Shannon DosSantos
High School Coordinator	Raymond Irrera

c. WAMS Summer Encore Program appointments, June 17 - June 28, salary according to contract, contingent upon enrollment:

Holly Gillis, Program Coordinator	Justin Amenta
Michele LeBlanc	Scott Schulte
Marianna Vagnini	Charles Machokas
Heather Maxen	Daniel Ferreira

d. Rotella Magnet School’s Summer Program 2019 appointments, salary according to contract, contingent upon enrollment:

Administrator: Robin Henry	Grants Facilitator/Clerical: Jean Zastaury
A/V Tech: Bryan Michaud	Network Specialist: Michael Thompson
TEACHERS – ENRICHMENT:	TEACHERS – ACADEMICS:
Suzanne Dionne	Julia Matthews
Brenda Ledbetter	Mary Monroe
Erica Pawson	Monica Santovasi
Joseph Silva	Veronica Summerfield
Melissa Vargas	

AIDES/PARAS:

Lisa Alexander
Debra Begin
Ersilia Cicchiello
Jennifer DeJesus
Victoria Lanouette

Melissa Lloret
Lauren Lombardi
Kathleen Sugrue
Martha Thomas

SUBS (as needed):

Lauren Argenta
Ellen Lee

Carla Cruess

- e. Kennedy High School Summer Bridge program appointments, salary according to individual contract:
Craig Poulter – Guidance
Kara Sullivan – English
Kimberly Rothen – Math
- f. Extended School Year (ESY) appointments salary according to contract, contingent upon enrollment:
- g. Food Service Summer appointments:

<u>Name</u>	<u>Last Name</u>	<u>Positions</u>	<u>Site-Location</u>	<u>Rate</u>
Lisa	Emanuel	Site Supervisor	Boys/Girls Club	\$10.10
Brenda	Wood	Site Supervisor	Carrington	\$10.10
Krista	Baptista	Site Supervisor	Carrington	\$10.10
Agnes	Colon	Site Supervisor	Chase Park House	\$10.10
Kim	Plude	Site supervisor	Chase Park House	\$10.10
Ciara	Pedraza	Site Supervisor	Crosby/Wallace	\$10.10
Johana	Sell	Site Supervisor	Crosby/Wallace	\$10.10
Elizabeth	Guisto	Site Supervisor	Duggan	\$10.10
Terri	Brooks	Site Supervisor	Duggan	\$10.10
Paula	Mucci	Site supervisor	Gilmartin	\$10.10
Bernadette	Donnelly	Site Supervisor	Gilmartin	\$10.10
Lakisha	Beary	Site Supervisor	Kennedy	\$10.10
Linda	Generali	Site Supervisor	Lighthouse Daycare	\$10.10
Rose	Sarandrea	Site Supervisor	Maloney	\$10.10
Seritha	Anglin	Site Supervisor	North End Rec	\$10.10
Pam	Wawer	Site Supervisor	Reed	\$10.10
Hayat	Abouanni	Site Supervisor	Reed	\$10.10
Julia	Rojas	Site Supervisor	River Baldwin	\$10.10
Elaine	Greco	Site Supervisor	Rivera Memorial	\$10.10
Cheryl	Laviana	Site Supervisor	Rotella	\$10.10
Bridgitte	Nido	Site Supervisor	Washington Park	\$10.10
Franchesca	Rivera	Site Supervisor	Washington Park	\$10.10
Barbara	Kazlauskas	Site Supervisor	Waterville Rec	\$10.10
Beddie	Daniels	Site Supervisor	West Side M.S.	\$10.10
Lori	Accetura	Site Supervisor	WCA	\$10.10
Samarys	Tiru	Site Supervisor	WCA	\$10.10
Anele	Genova	Site Supervisor	Wilby/NEMS	\$10.10
Fortuna	Chiaravalloti	Site Supervisor	Wilby/NEMS	\$10.10
Maria	Rivera	Site Supervisor	Willow Plaza	\$10.10
Sherl	Knight	Site Supervisor	WOW	\$10.10
Anne	Begnal	Office	WAMS	\$10.10
Maria	Rego	Monitor	WAMS	\$14.50
Michelle	April	Monitor	WAMS	\$14.50
Lynn	Chance	Monitor	WAMS	\$14.50
Robin	Salvetti	Monitor	WAMS	\$14.50
Amy	Daugerdas	Prep	WAMS	\$12.50
Patricia	Lowe	Prep	WAMS	\$12.50
Lina	Matozzo	Prep	WAMS	\$12.50
Alice	Pinto	Prep	WAMS	\$12.50
Robin	Capozio	Prep	WAMS	\$12.50
Donna	Ward	Prep	WAMS	\$12.50
Pama	Goggin	Prep	WAMS	\$12.50

Candido	Carrelo	Driver		\$20.73
Ryan	Casey	Driver		\$20.73
Elvis	Silva	Driver		\$20.73
David	Semanoff	Driver		\$24.25
James	Mennillo	Driver		\$20.73
Richard	Lewis	Driver		\$20.73
Miguel	LaViera	Driver		\$20.73
Stephen	Fillie	Driver		\$20.73
Debbie	Finke	Coordinator	WAMS	\$30.00
Isabel	DeSousa	Coordinator	WAMS	\$30.00

h. Adult Education summer appointments effective July 8, 2019, contingent upon enrollment:

NAME		POSITION	HRS/RATE
ADULT HIGH SCHOOL CREDIT DIPLOMA (AHSCDP):			
Harper	Julia	Substitute	@ \$33.00 p/hr
Langeull	Margaret	Art Instructor	21 hrs pwk @ \$33.00 p/hr
Linskey	Tara	Health Instructor	21 hrs p/wk @ \$33.00 p/hr
McDonald	Brian	Substitute	@ \$33.00 p/hr
Mobilio	James	Social Studies Instructor	21 hrs p/wk @ \$33.00 p/hr
Moreau	Margaret	Math Instructor	21 hrs p/wk @ 33.00 p/hr
Mottillo	Carissa	English Instructor	21 hrs p/wk @ \$33.00 p/hr
Muro	Nancy	Parenting Instructor	21 hrs p/wk @ \$33.00 p/hr
Person	Jocelyn	Science Instructor	21 hrs p/wk @ \$33.00 p/hr
Riemer	Wayne	English Instructor	21 hrs p/wk @ \$33.00 p/hr
AHSCDP DISTANCE LEARNING:			
Harper	James	Short Stories	10 hrs p/wk @ \$33.00 p/hr
Harper	Julia	Human Biology	10 hrs p/wk @ \$33.00 p/hr
Veneziano	Ellen	General Math IB	10 hrs p/wk @ \$33.00 p/hr
ADULT BASIC EDUCATION (ABE)/ GENERAL EDUCATION DEVELOPMENT (GED):			
Baranowski	Judith	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr
Chasse	Jenny	GED Instructor	21 hrs p/wk @ \$33.00 p/hr
Monroe	James	GED Instructor	21 hrs p/wk @ \$33.00 p/hr
Scurssso	Lori	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr
GUIDANCE STAFF:			
Aucella	Laurence	ESL School Counselor	21 hrs p/wk @ \$33.00 p/hr
Jordan	Ellen	School Counselor	21 hrs p/wk @ \$33.00 p/hr
Maschi	Suzette	School Counselor	21 hrs p/wk @ \$33.00 p/hr
Wasilewski	Diane	Guidance Secretary	21 hrs p/wk @ \$14.00 p/hr
ENGLISH AS A SECOND LANGUAGE (ESL):			
Chesnas	Stanley	Acting Facilitator	30 hrs p/wk @ \$33.00 p/hr
Martinez	Mildred	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Mottillo	Lisa	Substitute	@ \$33.00 p/hr
Salgado	Roberto	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Soto	Denise	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Xhafi	Ermonela	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Connecticut Adult Reporting System (CARS):			
Monaco	Roxanne	Administrator	12 hrs p/wk @ \$35.77 p/hr
TECHNOLOGY:			
Blancato	Alfred	Computer Analyst	21 hrs p/wk @ \$24.00 p/hr
Santoro	Joseph	Computer Analyst	35 hrs p/wk @ \$24.00 p/hr
EDUCATIONAL AIDES:			
Gonillo	Salvatore	Resource Room/Testing	21 hrs p/wk @ \$21.50 p/hr
Nonamaker	Kim	ABE	21 hrs p/wk @ \$21.50 p/hr
Pelletier	Laurie	Bookroom Aide	21 hrs p/wk @ \$12.00 p/hr
Stanco	Michael	Resource Room/Registration	21 hrs p/wk @ \$21.50 p/hr
GED EXAMINATION:			
Bacik	Madeleine	CBT Test Administrator	As needed @ \$25.53 p/hr
Felton	Tanya	CBT Test Administrator	As needed @ \$16.39 p/hr
Gonillo	Salvatore	CBT Test Administrator	As needed @ \$21.50 p/hr

Rinaldi	Nancy	CBT Test Administrator	As needed @ \$14.79 p/hr
lasevoli	Luigi	Saturday Security	As needed @ \$20.00 p/hr

SECURITY:

DeBonis	Michael C	Security/Aide	30 hrs p/wk @ \$21.50 p/hr
lasevoli	Luigi	Security	30 hrs p/wk @ \$20.00 p/hr

CUSTODIAL/AIDES:

Evon	Randy	Security/Custodial Aide	35 hrs p/wk @ \$13.00 p/hr
Iaiennaro	Michael	Security/Custodial Aide	30 hrs p/wk @ \$11.00 p/hr
lasevoli	Peter	Head Custodian	35 hrs p/wk @ \$16.50 p/hr
SantaBarbara, Sr.	Louis	Security/Custodial Aide	35 hrs p/wk @ \$11.00 p/hr
Zabbara	Ian	Security/Custodial Aide	25 hrs p/wk @ \$11.00 p/hr

i. Teacher transfers effective 2019/20 school year:

Bramble, Nicole – from Hopeville Bil. Grade 4 to Bucks Hill Bil. Grade 3.

Trumbley, Lori-Ann – from WSMS Math to Elementary STEM Coach.

Waters, Marissa – from Reed grade 3 to Elementary STEM Coach.

j. Involuntary teacher transfers effective 2019/20 school year:

<u>Name</u>		<u>From</u>	<u>To</u>
Magurne	Amanda	Carrington/Tinker Psych.	KHS / WSMS Psychologist
Baranowski	Judith	Chase Psychologist	Chase/Maloney Psych.
Diaz	Natalie	Walsh/Washington Psychologist	Walsh/Washington/Chase Collegiate (Child Find) Psychologist
Marino	Carol	Gilmartin Psychologist	Duggan/Wendell Psych.
Perton	Anne	Kingsbury/WCA Psychologist	Kingsbury/Regan/Sprague /Brass City Psych.
Lowe	Karen	Generali Psychologist	Generali/OLMC/HCHS Psychologist
Crimi	Tara	Enlightenment/Sprague Psychologist	Enlightenment/Gilmartin/Rotella Psychologist
Labrecque	James	Rotella/Maloney Psych.	CHS/Wallace Psychologist
Schuck	Mark	Bunker Hill Psychologist	Carrington/Bunker/Catholic Academy Psychologist
Wright	Stephanie	Wilson / Brass City/OLMC Psychologist	Wilson/WCA Psychologist
Fabrizio	Michael	WAMS/SHHS/CCS Psychologist	WAMS/SHHS/SSPP Psychologist
Evans	Blythe	Tinker Social Worker	State Street Social Worker
Lopez	Xylia	Bunker Hill Social Worker	State Street/Enlightenment Social Worker
Sanchez	Alina	Hopeville Social Worker	Hopeville (3) / OEC Split (2) Social Worker
Lawlor	Ryan	Enlightenment Social Worker	Bunker Hill Social Worker
Balanda	Heather	Regan/Wendell Social Worker	CHS/Wallace Split Social Worker
Erris	Talia	Brass City / Float Social Worker	Tinker Social Worker
Bulls	Tanya	Gilmartin Social Worker	Gilmartin (3) /Generali (2) Split Social Worker
Kobelski	Melissa	Reed Social Worker	Reed (30)/Wilby (2) Social Worker
Sileo	Renee	Carrington Social Worker	Carrington (3) / Bunker Hill (1)/Wilson (1) Social Worker
Longo	Stephanie	Walsh Social Worker	Walsh (3) / Wendell Split (2) Social Worker
Miranda	Stephanie	Kingsbury Social Worker	Kingsbury (4) / Brass City (1) Split Social Worker
Morales	Elizabeth	Duggan Social Worker	Duggan (3) / WSMS (1) / KHS (1) Social Worker
Brayton	Katie	Sprague Social Worker	Sprague / Regan Split

			Social Worker
Barbieri	Angela	Rotella Social Worker	Rotella / Maloney Split Social Worker
Burns	Amy	Wallace Special Ed ABA	CHS Special Ed Resource/CT
Henebry	Colleen	Crosby Special Ed ABA	CHS Special Ed Resource/CT
Colangelo	Tina	Bunker Hill Special Ed BDLC	CHS Special Ed BDLC
Cruz	Griselle	Bucks Hill Special Ed Bil.	Chase Bilingual Special Ed
Bouchard-McCulloch	Nancy	Carrington Special Ed Essential Skills	Bucks Hill Annex Pre K Special Ed
Horn	Gladynell	WSMS Special Ed BDLC	Bunker Hill Spec. Ed BDLC
Saucier	Anne Marie	Duggan Special Ed SCOPE	Gilmartin Spec. Ed SCOPE
Bailonis	Jodie	Bucks Hill Pre-K Reg. Ed	Rotella Pre-K Reg. Ed
Obst	Karen	Bucks Hill Pre-K Reg. Ed	Driggs Pre-K Reg. Ed
Nowacki	Jennie	Wallace PE/Health	WSMS PE/Health
Donahue	Jamie	WSMS PE/Health	Wallace PE/Health
Ryan	Diane	ESL Tinker (Interim)	ESL Tinker (Permanent)
Bizati	Liridona	Sprague Gr 1	Wilson Gr 3
Douglas	Lydia	Kennedy Art	WSMS Art
Edwards	Donna	Carrington Music	Bunker Hill Music
Gagne	Crystal	Driggs Special Ed	Bunker Hill Special Ed
Rogoff	Jamie	NEMS Special Ed	Wallace Special Ed
Valentin	Crystal	Generali Gr 2	Wilson Gr 3

k. Teacher new hires:

<u>Name</u>		<u>Position</u>		<u>Effective</u>
Figura	Emily	Walsh	Grade 4	04/25/19
Saunders	Keisha	Generali	Special Ed K - 2	05/20/19

l. Retirements:

Begnal, Joseph Jr. – NEMS House Principal, effective 07/30/19
Conway, Linda – Gilmartin Kindergarten, effective 09/01/19.
Haller, Cheryl – Tinker Grade 3, effective 06/30/19.
Henne-Nordby, Catherine – Driggs Social Worker, effective 06/30/19.
Surmanek, Charlotte – RMS Pre-K, effective 06/30/19.

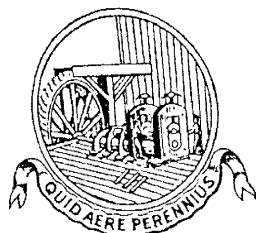
m. Resignations:

Biolo, Brooke – NEMS Spanish, effective 06/14/19.
Gibbons, Melissa – WAMS Visual Arts, effective 06/14/19.
Jones, Lauren – Driggs Art, effective 06/14/19.
Lawlor, Ryan – Enlightenment Social Worker, effective 06/14/19.
Pritchard, Molly – Regan/Washington Library Media Specialist, eff. 06/14/19.
Smith, Leah – CHS FCS, effective 06/14/19.
Smith, Nina – WAMS Theatre, effective 05/09/19.

EXECUTIVE SESSION

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

Mrs. Melissa Baldwin
Director of Special Education

June 3, 2019

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: Approval of 9 contracts for out of district placements for students with disabilities with Adelbrook, Inc.; Boys and Girls Village, Inc. (Charles F. Hayden School); Capitol Region Education Council (CREC); Connecticut Holdings, Inc. dba Solterra Academy; Connecticut Junior Republic (CJR); Hope Academy of Milford, Inc.; St. Joseph College (Gengras Center); The Children's Center of Hamden., Inc. and Wheeler Clinic, Inc.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request your review and approval of the above-referenced three year contracts between the City of Waterbury and Adelbrook, Inc. in the total amount of \$1,342,140;
Boys and Girls Village, Inc. in the total amount of \$739,350;
Capitol Region Education Council in the total amount of \$1,710,000;
Connecticut Holdings, Inc. dba Solterra Academy in the total amount of \$923,700.
Connecticut Junior Republic Association, Inc. in the total amount of \$273,204;
Hope Academy of Milford, Inc. in the total amount of \$295,290;
Saint Joseph University (Gengras Center) in the total amount of \$917,922;
The Children's Center of Hamden, Inc. in the total amount of \$665,826; and
Wheeler Clinic, Inc in the total amount of \$855,594.



Waterbury Public Schools

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

Mrs. Melissa Baldwin
Director of Special Education

All of these facilities operate schools for students with disabilities and specialized educational needs. The contracts are not subject to the solicitation process as it is exempt under Section 38.029 (D) of the City of Waterbury, Centralized Procurement System. Section 38.029 (D) states, in pertinent part: "procurement of services...that are necessary for instruction and related services to be provided to individual students with disabilities in accordance with the requirements of the Individuals with Disabilities Education Act ("I.D.E.A.") and their respective regulations ..." are exempt from the competitive bidding process.

Under the I.D.E.A., the Waterbury School District is required to provide services for each student with disabilities according to their Individual Education Plans (I.E.P.s). Students with disabilities are placed by the District under these contracts in each of the facilities listed herein. The Waterbury School District has contracted with all of these facilities for similar services in the past and has been satisfied with the services provided.

The terms of the contacts before you are all for three years, commencing July 1, 2019 through June 30, 2022. My department is seeking tax clearances for the facilities which will be obtained by the meeting. I appreciate your consideration in this important matter.

Sincerely,

Melissa Baldwin

Encs.

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
ADELBROOK, INC.**

THIS AGREEMENT, ("Agreement") effective on the date signed by the Mayor (the "Effective Date"), is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Adelbrook, Inc. a duly registered State of Connecticut Corporation doing business at 60 Hicksville Road, Cromwell, Connecticut 06416, ("Contractor").

WHEREAS, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the Contractor perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.7 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.8 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2019 and terminating on June 30, 2022, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment.

3.1 The City shall pay Contractor an amount up to One Million Three Hundred Forty-Two Thousand One Hundred Forty Dollars (\$1,342,140.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly

rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.2 The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT),

to develop an annual IEP for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

6. Confidentiality/FERPA.

6.1 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.

6.2 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.

6.3 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.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualifications.

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant

protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 in writing. As set forth above, all the services required hereunder shall be performed by Contractor or 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.

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment.**

9.1 Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. **Indemnification.**

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

11.2 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 Consultant or subcontractor or anyone for whose acts Contractor or subcontractor may be liable.

11.3 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.

11.3.1 **Comprehensive General Liability Insurance.** Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance.** Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

11.3.5 **Excess/Umbrella Liability Insurance:** Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

11.3.6 **Abuse & Molestation Liability.** Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

11.3.7 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) 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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.8 Failure to Maintain Insurance. In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.9 Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Discriminatory Practices.

12.1 In performing this Agreement, 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 Agreement. 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, 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. 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.

13. Termination.

13.1 Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if

Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

13.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.3 **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 Contractor.

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

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

16. Assignability.

16.1 The Contractor shall not assign any interest in this Agreement, 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 Contractor from the City under this Agreement 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.

17.1 The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement,

or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. Interest of City Officials.

18.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. Prohibition against Gratuities and Kickbacks.

19.1 No person shall 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.

19.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

19.3 Upon 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 thereunder, 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.

19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the

following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

20. Prohibition Against Contingency Fees.

20.1 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.

21. City of Waterbury's Ethics Code Ordinance.

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 This Agreement 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 Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Binding Agreement.

27.1 The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

28. Waiver.

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

29. Governing Laws.

29.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O'Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

ADELBROOK, INC.

Print name

By: _____
_____, Duly authorized

Print name

Date: _____

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SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And

(Consisting of pages)

2019 - 2020 School Calendar
Special Education rate per year

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
BOYS & GIRLS VILLAGE, INC.**

THIS AGREEMENT, ("Agreement") effective on the date signed by the Mayor (the "Effective Date"), is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Boys & Girls Village, Inc. a duly registered State of Connecticut Corporation doing business at 528 Wheelers Farms Road, Milford, CT 06461, ("Contractor").

WHEREAS, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the Contractor perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.7 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.8 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2019 and terminating on June 30, 2022, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment.

3.1 The City shall pay Contractor an amount up to Seven Hundred Thirty Nine Thousand Three Hundred Fifty Dollars (\$739,350.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly

rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.2 The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT),

to develop an annual IEP for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

6. Confidentiality/FERPA.

6.1 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.

6.2 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.

6.3 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.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualifications.

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant

protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 in writing. As set forth above, all the services required hereunder shall be performed by Contractor or 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.

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment.**

9.1 Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. **Indemnification.**

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

11.2 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 Consultant or subcontractor or anyone for whose acts Contractor or subcontractor may be liable.

11.3 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.

11.3.1 **Comprehensive General Liability Insurance.** Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance.** Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions**. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

11.3.5 **Excess/Umbrella Liability Insurance**: Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

11.3.6 **Abuse & Molestation Liability**. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

11.3.7 **Certificates of Insurance**. Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) 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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.8 Failure to Maintain Insurance. In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.9 Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Discriminatory Practices.

12.1 In performing this Agreement, 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 Agreement. 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, 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. 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.

13. Termination.

13.1 Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if

Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

13.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.3 **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 Contractor.

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

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

16. Assignability.

16.1 The Contractor shall not assign any interest in this Agreement, 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 Contractor from the City under this Agreement 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.

17.1 The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement,

or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. Interest of City Officials.

18.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. Prohibition against Gratuities and Kickbacks.

19.1 No person shall 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.

19.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

19.3 Upon 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 thereunder, 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.

19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the

following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

20. Prohibition Against Contingency Fees.

20.1 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.

21. City of Waterbury's Ethics Code Ordinance.

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 This Agreement 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 Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Binding Agreement.

27.1 The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

28. Waiver.

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

29. Governing Laws.

29.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O'Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

BOYS & GIRLS VILLAGE, INC.

Print name

By: _____
_____, Duly authorized

Print name

Date: _____

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\Charles F. Hayden
School at Boys and Girls Village - CRT19-118\Drafts\Board of Ed OOD Placement May 2019.doc

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And

(Consisting of pages)

2019-2020 School Calendar
Special Education rate per year

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
CAPITOL REGION EDUCATION COUNCIL**

THIS AGREEMENT, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, hereinafter referred to as the "City" and Capitol Region Education Council, ("Agreement") a regional educational service center organized and existing pursuant to Connecticut General Statutes Section 10-66a et. seq. doing business at 111 Charter Oak Avenue, Hartford, Connecticut, 06106, hereinafter referred to as the "Contractor".

WHEREAS, Contractor is a regional educational service center specializing and licensed in the education of children with disabilities as defined in Conn. Gen. Stat. §10-91g;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, Contractor is desirous of performing said services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual students IEP as developed by the City and the Planning and Placement Team (PPT), which is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary regarding the progress of the child.

1.2 Contractor agrees to provide the education program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days' notice to the City.

1.6 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.7 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.8 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2019 to June 30, 2022, or any part thereof. The City shall have the option to extend this Agreement for 2 additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment.

3.1 The City shall pay Contractor the amount up to One Million Seven Hundred Ten Thousand Dollars (\$1,710,000.00) for the entire three (3) year contract term, for educational and related services properly rendered hereunder, unless said contract is

terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the education services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Contract.

3.2 The City may add or delete students, or any services required by each student, at any time, as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP. Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the Contractors facility. Contractor

shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 Student Data shall not be retained or available to the Contractor upon expiration of the contract 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 contract for the purpose of storing student-generated content.

5.8 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.

5.9 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.

5.10 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.

6. Confidentiality/FERPA.

6.1 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, 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.

6.2 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.

6.3 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 agree 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.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities. That the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualifications.

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local

school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 in writing. As set forth above, all the services required hereunder shall be performed by Contractor or 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.

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment.**

9.1 Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. **Indemnification.**

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in

whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

11.2 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 Consultant or subcontractor or anyone for whose acts Contractor or subcontractor may be liable.

11.3 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.

11.3.1 **Comprehensive General Liability Insurance.** Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance.** Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

11.3.5 **Excess/Umbrella Liability Insurance:** Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

11.3.6 **Abuse & Molestation Liability.** Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

11.3.7 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) 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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.8 **Failure to Maintain Insurance.** In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.9 **Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Discriminatory Practices.

12.1 In performing this Agreement, 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 Agreement. 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 **Equal Opportunity.** In its execution of the performance of this Agreement, 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. 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.

13. Termination.

13.1 **Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving

written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

13.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.3 **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this

Agreement 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 Contractor.

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

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

16. Assignability.

16.1 The Contractor shall not assign any interest in this Agreement, 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 Contractor from the City under this Agreement 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.

17.1 The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all

services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. Interest of City Officials.

18.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. Prohibition against Gratuities and Kickbacks.

19.1 No person shall 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.

19.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

19.3 Upon 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 thereunder, 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.

19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or

regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

20. Prohibition Against Contingency Fees.

20.1 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.

21. City of Waterbury's Ethics Code Ordinance.

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 This Agreement 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 Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Binding Agreement.

27.1 The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

28. Waiver.

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

29. Governing Laws.

29.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

By: _____

Neil M. O'Leary
Mayor, City of Waterbury

Print name

Date: _____

WITNESSES:

**CAPITOL REGION EDUCATION
COUNCIL,**

By: _____

Sandra A. Cruz-Serrano,
Deputy Executive Director

Print name

Date: _____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Capitol Region Education Council
(Consisting of pages)

2019-2020 School Calendar
Special Education rate per year

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
CONNECTICUT HOLDINGS, LLC DBA SOLTERRA ACADEMY**

THIS AGREEMENT ("Agreement"), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Connecticut Holdings, LLC dba Solterra Academy, a duly registered Limited Liability Company doing business at 20 Shelley Drive, Granby, Connecticut 06035 ("Contractor").

WHEREAS, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the Contractor perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.7 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.8 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2019 and terminating on June 30, 2022, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment.

3.1 The City shall pay Contractor an amount up to Nine Hundred Twenty Three Thousand Seven Hundred Dollars (\$923,700.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly rendered

hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.2 The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT),

to develop an annual IEP for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

6. Confidentiality/FERPA.

6.1 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.

6.2 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.

6.3 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.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualifications.

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant

protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 in writing. As set forth above, all the services required hereunder shall be performed by Contractor or 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.

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment.**

9.1 Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. **Indemnification.**

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

11.2 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 Consultant or subcontractor or anyone for whose acts Contractor or subcontractor may be liable.

11.3 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.

11.3.1 **Comprehensive General Liability Insurance.** Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance.** Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

11.3.5 **Excess/Umbrella Liability Insurance:** Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

11.3.6 **Abuse & Molestation Liability.** Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

11.3.7 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) 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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.8 Failure to Maintain Insurance. In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.9 Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Discriminatory Practices.

12.1 In performing this Agreement, 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 Agreement. 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, 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. 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.

13. Termination.

13.1 Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if

Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

13.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.3 **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 Contractor.

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

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

16. Assignability.

16.1 The Contractor shall not assign any interest in this Agreement, 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 Contractor from the City under this Agreement 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.

17.1 The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement,

or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. Interest of City Officials.

18.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. Prohibition against Gratuities and Kickbacks.

19.1 No person shall 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.

19.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

19.3 Upon 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 thereunder, 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.

19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the

following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

20. Prohibition Against Contingency Fees.

20.1 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.

21. City of Waterbury's Ethics Code Ordinance.

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 This Agreement 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 Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Binding Agreement.

27.1 The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

28. Waiver.

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

29. Governing Laws.

29.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O'Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

**CONNECTICUT HOLDINGS, LLC
DBA SOLTERRA ACADEMY**

Print name

By: _____

_____, Duly authorized

Print name

Date: _____

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\CT Holdings, LLC
dba Solterra Academy - CRT19-128\Drafts\Board of Ed OOD Placement May 2019.doc

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And

(Consisting of pages)

2019-2020 School Calendar
Special Education rate per year

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
CONNECTICUT JUNIOR REPUBLIC ASSOCIATION, INCORPORATED**

THIS AGREEMENT, ("Agreement") effective on the date signed by the Mayor (the "Effective Date"), is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Connecticut Junior Republic Association, Incorporated, a duly registered State of Connecticut Corporation doing business at 550 Goshen Road, P.O. Box 161, Litchfield, Connecticut, 06759 ("Contractor").

WHEREAS, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the Contractor perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.7 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.8 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2019 and terminating on June 30, 2022, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three-year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment.

3.1 The City shall pay Contractor an amount up to Two Hundred Seventy Three Thousand Two Hundred Four Dollars (\$273,204.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly

rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.2 The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT),

to develop an annual IEP for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

6. Confidentiality/FERPA.

6.1 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.

6.2 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.

6.3 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.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualifications.

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant

protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 in writing. As set forth above, all the services required hereunder shall be performed by Contractor or 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.

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment.**

9.1 Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. **Indemnification.**

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

11.2 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 Consultant or subcontractor or anyone for whose acts Contractor or subcontractor may be liable.

11.3 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.

11.3.1 **Comprehensive General Liability Insurance.** Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance.** Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

11.3.5 **Excess/Umbrella Liability Insurance:** Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

11.3.6 **Abuse & Molestation Liability.** Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

11.3.7 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) 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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.8 **Failure to Maintain Insurance.** In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.9 **Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. **Discriminatory Practices.**

12.1 In performing this Agreement, 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 Agreement. 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 **Equal Opportunity.** In its execution of the performance of this Agreement, 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. 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.

13. **Termination.**

13.1 **Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if

Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

13.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.3 **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 Contractor.

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

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

16. Assignability.

16.1 The Contractor shall not assign any interest in this Agreement, 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 Contractor from the City under this Agreement 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.

17.1 The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement,

or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. Interest of City Officials.

18.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. Prohibition against Gratuities and Kickbacks.

19.1 No person shall 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.

19.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

19.3 Upon 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 thereunder, 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.

19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the

following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

20. Prohibition Against Contingency Fees.

20.1 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.

21. City of Waterbury's Ethics Code Ordinance.

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 This Agreement 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 Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Binding Agreement.

27.1 The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

28. Waiver.

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

29. Governing Laws.

29.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O'Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

**CONNECTICUT JUNIOR REPUBLIC
ASSOCIATION, INCORPORATED**

Print name

By: _____
_____, Duly authorized

Print name

Date: _____

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SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And

(Consisting of pages)

2019-2020 School Calendar
Special Education rate per year

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
HOPE ACADEMY OF MILFORD, INC.**

THIS AGREEMENT ("Agreement"), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Hope Academy of Milford, Inc., a duly registered State of Connecticut Corporation doing business at 89 Marsh Hill Road, Orange, CT 06477 ("Contractor").

WHEREAS, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the Contractor perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.7 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.8 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2019 and terminating on June 30, 2022, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment.

3.1 The City shall pay Contractor an amount up to Two Hundred Ninety Five Thousand Two Hundred Ninety Dollars (\$295,290.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the

tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.2 The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP. Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the Contractor's facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make

judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

6. Confidentiality/FERPA.

6.1 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.

6.2 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.

6.3 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.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualifications.

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents

that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 in writing. As set forth above, all the services required hereunder shall be performed by Contractor or 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.

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment.

9.1 Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any

subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by

any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

11.2 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 Consultant or subcontractor or anyone for whose acts Contractor or subcontractor may be liable.

11.3 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.

11.3.1 **Comprehensive General Liability Insurance.** Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance.** Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

11.3.5 **Excess/Umbrella Liability Insurance:** Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

11.3.6 **Abuse & Molestation Liability.** Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

11.3.7 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) 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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.8 **Failure to Maintain Insurance.** In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.9 **Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Discriminatory Practices.

12.1 In performing this Agreement, 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 Agreement. 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 **Equal Opportunity.** In its execution of the performance of this Agreement, 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. 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.

13. Termination.

13.1 **Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving

written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

13.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.3 **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this

Agreement 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 Contractor.

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

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

16. Assignability.

16.1 The Contractor shall not assign any interest in this Agreement, 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 Contractor from the City under this Agreement 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.

17.1 The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all

services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. Interest of City Officials.

18.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. Prohibition against Gratuities and Kickbacks.

19.1 No person shall 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.

19.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

19.3 Upon 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 thereunder, 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.

19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or

regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

20. Prohibition Against Contingency Fees.

20.1 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.

21. City of Waterbury's Ethics Code Ordinance.

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 This Agreement 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 Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Binding Agreement.

27.1 The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

28. Waiver.

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

29. Governing Laws.

29.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O'Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

HOPE ACADEMY OF MILFORD, INC.

Print name

By: _____
_____, Duly authorized

Print name

Date: _____

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SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And

(Consisting of pages)

2019-2020 School Calendar
Special Education rate per year

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
UNIVERSITY OF SAINT JOSEPH**

THIS AGREEMENT ("Agreement"), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and University of Saint Joseph, a duly registered State of Connecticut Corporation doing business at 1678 Asylum Avenue, West Hartford, Connecticut 06117, ("Contractor").

WHEREAS, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the Contractor perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.7 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.8 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2019 and terminating on June 30, 2022, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment.

3.1 The City shall pay Contractor an amount up to Nine Hundred Seventeen Thousand Nine Hundred Twenty Two Dollars (\$917,922.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the

tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.2 The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP. Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the Contractor's facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make

judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

6. Confidentiality/FERPA.

6.1 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.

6.2 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.

6.3 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.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualifications.

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents

that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 in writing. As set forth above, all the services required hereunder shall be performed by Contractor or 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.

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment.

9.1 Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any

subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by

any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

11.2 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 Consultant or subcontractor or anyone for whose acts Contractor or subcontractor may be liable.

11.3 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.

11.3.1 **Comprehensive General Liability Insurance.** Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance.** Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

11.3.5 **Excess/Umbrella Liability Insurance:** Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

11.3.6 **Abuse & Molestation Liability.** Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

11.3.7 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) 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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.8 **Failure to Maintain Insurance.** In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.9 **Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Discriminatory Practices.

12.1 In performing this Agreement, 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 Agreement. 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 **Equal Opportunity.** In its execution of the performance of this Agreement, 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. 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.

13. Termination.

13.1 **Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving

written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

13.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.3 **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this

Agreement 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 Contractor.

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

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

16. Assignability.

16.1 The Contractor shall not assign any interest in this Agreement, 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 Contractor from the City under this Agreement 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.

17.1 The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all

services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. Interest of City Officials.

18.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. Prohibition against Gratuities and Kickbacks.

19.1 No person shall 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.

19.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

19.3 Upon 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 thereunder, 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.

19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or

regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

20. Prohibition Against Contingency Fees.

20.1 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.

21. City of Waterbury's Ethics Code Ordinance.

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 This Agreement 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 Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Binding Agreement.

27.1 The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

28. Waiver.

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

29. Governing Laws.

29.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O'Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

UNIVERSITY OF SAINT JOSEPH

Print name

By: _____
_____, Duly authorized

Print name

Date: _____

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SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And

(Consisting of pages)

2019-2020 School Calendar
Special Education rate per year

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
THE CHILDREN'S CENTER OF HAMDEN, INC.**

THIS AGREEMENT, ("Agreement") effective on the date signed by the Mayor (the "Effective Date"), is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and The Children's Center of Hamden, Inc. a duly registered Connecticut Corporation doing business at 1400 Whitney Avenue, Hamden, CT 06517, ("Contractor").

WHEREAS, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the Contractor perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.7 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.8 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2019 and terminating on June 30, 2022, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment.

3.1 The City shall pay Contractor an amount up to Six Hundred Sixty Five Thousand Eight Hundred Twenty Six Dollars (\$665,826.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly rendered

hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.2 The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. **Records/Reports.**

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT),

to develop an annual IEP for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

6. Confidentiality/FERPA.

6.1 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.

6.2 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.

6.3 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.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualifications.

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant

protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 in writing. As set forth above, all the services required hereunder shall be performed by Contractor or 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.

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment.

9.1 Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

11.2 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 Consultant or subcontractor or anyone for whose acts Contractor or subcontractor may be liable.

11.3 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.

11.3.1 **Comprehensive General Liability Insurance.** Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance.** Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

11.3.5 **Excess/Umbrella Liability Insurance:** Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

11.3.6 **Abuse & Molestation Liability.** Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

11.3.7 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) 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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.8 **Failure to Maintain Insurance.** In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.9 **Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. **Discriminatory Practices.**

12.1 In performing this Agreement, 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 Agreement. 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 **Equal Opportunity.** In its execution of the performance of this Agreement, 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. 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.

13. **Termination.**

13.1 **Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if

Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

13.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.3 **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 Contractor.

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

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

16. Assignability.

16.1 The Contractor shall not assign any interest in this Agreement, 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 Contractor from the City under this Agreement 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.

17.1 The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement,

or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. Interest of City Officials.

18.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. Prohibition against Gratuities and Kickbacks.

19.1 No person shall 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.

19.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

19.3 Upon 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 thereunder, 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.

19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the

following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

20. Prohibition Against Contingency Fees.

20.1 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.

21. City of Waterbury's Ethics Code Ordinance.

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 This Agreement 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 Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Binding Agreement.

27.1 The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

28. Waiver.

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

29. Governing Laws.

29.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O'Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

**THE CHILDREN'S CENTER OF
HAMDEN, INC.**

Print name

By: _____
_____, Duly authorized

Print name

Date: _____

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SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And

(Consisting of pages)

2019-2020 School Calendar
Special Education rate per year

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
WHEELER CLINIC, INC.**

THIS AGREEMENT ("Agreement"), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Wheeler Clinic, Inc., a duly registered State of Connecticut Corporation doing business at 91 Northwest Drive, Plainville, CT 06062 ("Contractor").

WHEREAS, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the Contractor perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.7 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.8 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2019 and terminating on June 30, 2022, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment.

3.1 The City shall pay Contractor an amount up to Eight Hundred Fifty Five Thousand Five Hundred Ninety Four Dollars (\$855,594.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the

tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.2 The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP. Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the Contractor's facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make

judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

6. Confidentiality/FERPA.

6.1 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.

6.2 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.

6.3 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.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualifications.

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents

that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 in writing. As set forth above, all the services required hereunder shall be performed by Contractor or 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.

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment.**

9.1 Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. **Indemnification.**

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any

subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by

any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

11.2 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 Consultant or subcontractor or anyone for whose acts Contractor or subcontractor may be liable.

11.3 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.

11.3.1 **Comprehensive General Liability Insurance.** Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance.** Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

11.3.5 **Excess/Umbrella Liability Insurance:** Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

11.3.6 **Abuse & Molestation Liability.** Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

11.3.7 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) 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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.8 **Failure to Maintain Insurance.** In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.9 **Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. **Discriminatory Practices.**

12.1 In performing this Agreement, 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 Agreement. 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 **Equal Opportunity.** In its execution of the performance of this Agreement, 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. 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.

13. **Termination.**

13.1 **Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving

written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

13.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.3 **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this

Agreement 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 Contractor.

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

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

16. Assignability.

16.1 The Contractor shall not assign any interest in this Agreement, 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 Contractor from the City under this Agreement 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.

17.1 The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all

services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. Interest of City Officials.

18.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. Prohibition against Gratuities and Kickbacks.

19.1 No person shall 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.

19.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

19.3 Upon 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 thereunder, 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.

19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or

regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

20. Prohibition Against Contingency Fees.

20.1 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.

21. City of Waterbury's Ethics Code Ordinance.

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 This Agreement 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 Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Binding Agreement.

27.1 The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

28. Waiver.

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

29. Governing Laws.

29.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____

Neil M. O'Leary

Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

WHEELER CLINIC, INC.

Print name

By: _____

_____, Duly authorized

Print name

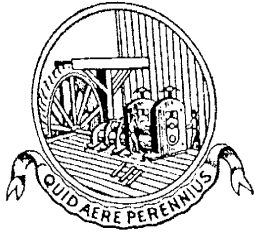
Date: _____

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\Wheeler Clinic - CRT19-129\Drafts\Board of Ed OOD Placement May 2019.doc

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And

(Consisting of pages)

2019-2020 School Calendar
Special Education rate per year



#13

Waterbury Public Schools

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

Mrs. Melissa Baldwin
Director of Special Education

June 3, 2019

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: Approval of 3 contract amendments for out of district placements for students with disabilities with Capitol Region Education Council (CREC), Specialized Education of CT, Inc. (High Roads) and St. Vincent's Special Needs Center.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request your review and approval of the three above-referenced Amendments to three year contracts between the City of Waterbury and Capitol Region Education Council to increase by the amount of \$452,000 the total amount of the contract to \$1,188,303.44;

Specialized Education of CT, Inc. (High Roads) to increase by the amount of \$822,211 the total amount of the contract to \$3,429,963; and

St. Vincent's Special Needs Center, Inc. to increase by the amount of \$392,476 the total amount of the contract to \$1,129,151.

All of these facilities operate schools for students with disabilities and specialized educational needs. The contracts are not subject to the solicitation process as it is exempt under Section 38.029 (D) of the City of Waterbury, Centralized Procurement System. Section 38.029 (D) states, in pertinent part: "procurement of services...that are necessary for instruction and related services to be provided to individual students with disabilities in accordance with the requirements of the Individuals with Disabilities Education Act



Waterbury Public Schools

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

Mrs. Melissa Baldwin
Director of Special Education

("I.D.E.A.") and their respective regulations ..." are exempt from the competitive bidding process.

Under the I.D.E.A., the Waterbury School District is required to provide services for each student with disabilities according to their Individual Education Plans (I.E.P.s). Students with disabilities are placed by the District under these contracts in each of the facilities listed herein. The Waterbury School District has contracted with all of these facilities for similar services in the past and has been satisfied with the services provided.

The term of the current three-year Capitol Region Education Council contact expires on June 30, 2019. The terms of the three year Specialized Education of Connecticut, Inc. (High Roads) and St. Vincent's Special Needs Center, Inc. contracts both expire on June 30, 2020. My department is seeking tax clearances for the facilities which will be obtained by the meeting. I appreciate your consideration in this important matter.

Sincerely,

Melissa Baldwin

Encs.

**AMENDMENT 1
TO
AGREEMENT
BETWEEN
CITY OF WATERBURY
and
CAPITOL REGION EDUCATION COUNCIL**

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City of Waterbury, 236 Grand Street, Waterbury, Connecticut, 06702, (“City”) and Capitol Region Education Council, a regional educational service center organized and existing pursuant to Connecticut General Statutes Section 10-66a et. seq. doing business at 111 Charter Oak Avenue, Hartford, Connecticut, 06106, (“Contractor”).

WHEREAS, on November 19, 2016 the parties entered into an Agreement to provide education services to children with disabilities pursuant to the Individuals with Disabilities Education Act (“I.D.E.A.”), for three fiscal years commencing on July 1, 2016 to June 30, 2019, (“Agreement”) ; and

WHEREAS, Connecticut Public Act 18-125 made significant changes to the Connecticut Student Data Privacy Act of 2016; and

WHEREAS, Connecticut Public Act 18-183 requires agreements with private providers of special education to include certain provisions; and

WHEREAS, the parties wish to amend the Agreement to provide for additional compensation for additional services to be provided in accordance with the terms of the Agreement and to include and or revise language to comply with Connecticut Public Acts Nos. 18-125 and 18-183.

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Scope of Services**

Paragraph 1.1. shall be deleted in its entirety and replaced with the following:

“1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act (“I.D.E.A.”), and their respective regulations, and each individual student’s IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student’s IEP contains a description of the student’s educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate

facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child."

Paragraph 1.2. shall be deleted in its entirety and replaced with the following:

"1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor."

Paragraph 1.4 shall be deleted in its entirety and replaced with the following:

"1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing".

Paragraph 1.8 shall be added to read as follows:

"1.8 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student."

3. **Payment**

Paragraph 3.1 shall be amended to read as follows:

"3.1 The City shall pay Contractor the amount up to One Million One Hundred Eighty-Eight Thousand Three Hundred Three Dollars and Forty-Four Cents (\$1,188,303.44) for the entire three year contract term, for the educational program, supports and related services properly delivered hereunder, unless this Agreement is terminated as provided herein. The basis for payment of said services shall be as set forth in Attachment A entitled "Rate Schedule". The Contractor's Rate Schedule shall provide and explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's I.E.P. and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year agreement for all services that may be rendered by Contractor under this Agreement."

Paragraph 3.3 shall be amended to read as follows:

"3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year.

Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only."

4. **Records/Reports**

Paragraph 4.4 shall be added to read as follows:

“4.4 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. **Student Data Privacy**

Paragraphs 5.1 through 5.5 shall be deleted in their entirety and replaced with the following:

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 Student Data shall not be retained or available to the Contractor upon expiration of the contract 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 contract for the purpose of storing student- generated content.

5.8 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.

5.9 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.

5.10 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.

6. **Security Breach of Student Information and Data**

Paragraph 6 shall be deleted in its entirety and replaced with the following:

“This section is intentionally left blank.”

9. **Representations Regarding Qualification**

The following language shall be added to paragraph 9.3:

“Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.”

12. **Contractor’s Liability Insurance**

The following language shall be added as Paragraph 12.3.6, and Paragraphs 12.3.6, 12.3.7 and 12.3.8 shall be renumbered 12.3.7, 12.3.8 and 12.3.9 respectively:

“12.3.6 **Excess Liability Insurance Coverage** with limits of \$1,000,000 per Occurrence /\$1,000,000 Aggregate

6. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect and binding on the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By _____
Neil M. O'Leary, Mayor

Print name

Date: _____

WITNESSES:

**CAPITOL REGION EDUCATION
COUNCIL**

Print name

By: _____

Print Name and Title

Date: _____

Schedule “A”

“Yearly Rate Schedule”

School Year 2018--2019

CAPITOL REGION EDUCATION COUNCIL

Tuition:

**AMENDMENT 1
TO
AGREEMENT
BETWEEN
CITY OF WATERBURY
and
ST. VINCENT'S SPECIAL NEEDS CENTER, INC.**

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City of Waterbury, 236 Grand Street, Waterbury, Connecticut, 06702, ("City") St. Vincent's Special Needs Center, Inc. a duly registered State of Connecticut Corporation doing business at 95 Merritt Blvd, Trumbull, Connecticut 06611, ("Contractor").

WHEREAS, on August 24, 2017 the parties entered into an Agreement to provide education services to children with disabilities pursuant to the Individuals with Disabilities Education Act ("I.D.E.A."), for three fiscal years commencing on July 1, 2017 to June 30, 2020, ("Agreement"); and

WHEREAS, Connecticut Public Act 18-125 made significant changes to the Connecticut Student Data Privacy Act of 2016; and

WHEREAS, Connecticut Public Act 18-183 requires agreements with private providers of special education to include certain provisions; and

WHEREAS, the parties wish to amend the Agreement to provide for additional compensation for additional services to be provided in accordance with the terms of the Agreement and to include and or revise language to comply with Connecticut Public Acts Nos. 18-125 and 18-183.

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Scope of Services**

Paragraph 1.1. shall be deleted in its entirety and replaced with the following:

"1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when

necessary, regarding the progress of the child.”

Paragraph 1.2. shall be deleted in its entirety and replaced with the following:

“1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student’s IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.”

Paragraph 1.4 shall be deleted in its entirety and replaced with the following:

“1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor’s facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor’s billing”.

Paragraph 1.8 shall be added to read as follows:

“1.8 The parties agree to review each student’s progress and need for services at least yearly, at the student’s annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.”

3. **Payment**

Paragraph 3.1 shall be amended to read as follows:

“3.1 The City shall pay Contractor the amount up to One Million One Hundred Twenty-Nine Thousand One Hundred Fifty -One Dollars (\$1,129,151.00) for the entire three year contract term, for the educational program, supports and related services properly delivered hereunder, unless this Agreement is terminated as provided herein. The basis for payment of said services shall be as set forth in Attachment A entitled “Rate Schedule”. The Contractor’s Rate Schedule shall provide and explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child’s I.E.P. and shall be in accordance with the City of Waterbury’s payment policy and procedures. Contractor shall provide a yearly “Rate Schedule” for each fiscal year of this three year agreement for all services that may be rendered by Contractor under this Agreement.”

Paragraph 3.3 shall be amended to read as follows:

“3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the “Rate Schedule” for that fiscal year. Payment for each child may be changed from time to time based upon each child’s individual IEP and services required. Payment to be made by the City shall be for

educational costs, supports and related services only.”

4. **Records/Reports**

Paragraph 4.4 shall be added to read as follows:

“4.4 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. **Student Data Privacy**

Paragraphs 5.1 through 5.5 shall be deleted in their entirety and replaced with the following:

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 Student Data shall not be retained or available to the Contractor upon expiration of the contract 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 contract for the purpose of storing student- generated content.

5.8 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.

5.9 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.

5.10 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.

6. **Security Breach of Student Information and Data**

Paragraph 6 shall be deleted in its entirety and replaced with the following:
“This section is intentionally left blank.”

9. **Representations Regarding Qualification**

The following language shall be added to paragraph 9.3:

“Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.”

12. **Contractor’s Liability Insurance**

The following language shall be added as Paragraph 12.3.6, and Paragraphs 12.3.6, 12.3.7 and 12.3.8 shall be renumbered 12.3.7, 12.3.8 and 12.3.9 respectively:

“12.3.6 **Excess Liability Insurance Coverage** with limits of \$1,000,000 per Occurrence /\$1,000,000 Aggregate

6. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect and binding on the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By _____
Neil M. O’Leary, Mayor

Print name

Date: _____

WITNESSES:

**ST. VINCENT’S SPECIAL NEEDS
CENTER, INC.**

Print name

By: _____

Print Name and Title

Date: _____

Schedule “A”

“Yearly Rate Schedule”

School Year 2019--2020

ST. VINCENT’S SPECIAL NEEDS CENTER, INC.

Tuition:

**AMENDMENT 1
TO
AGREEMENT
BETWEEN
CITY OF WATERBURY
and
SPECIALIZED EDUCATION OF CONNECTICUT INC.,
DBA HIGH ROAD SCHOOL**

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City of Waterbury, 236 Grand Street, Waterbury, Connecticut, 06702, (“City”) and Specialized Education of Connecticut Inc., dba High Road School, a duly registered Connecticut Corporation doing business at Two Aquarium Drive, Suite 100, Camden, NJ 08103, (“Contractor”).

WHEREAS, on October 12, 2017 the parties entered into an Agreement to provide education services to children with disabilities pursuant to the Individuals with Disabilities Education Act (“I.D.E.A.”), for three fiscal years commencing on July 1, 2017 to June 30, 2020, (“Agreement”) ; and

WHEREAS, Connecticut Public Act 18-125 made significant changes to the Connecticut Student Data Privacy Act of 2016; and

WHEREAS, Connecticut Public Act 18-183 requires agreements with private providers of special education to include certain provisions; and

WHEREAS, the parties wish to amend the Agreement to provide for additional compensation for additional services to be provided in accordance with the terms of the Agreement and to include and or revise language to comply with Connecticut Public Acts Nos. 18-125 and 18-183.

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. Scope of Services

Paragraph 1.1. shall be deleted in its entirety and replaced with the following:

“1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act (“I.D.E.A.”), and their respective regulations, and each individual student’s IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student’s IEP contains a description of the student’s educational program, supports and related services the student is to receive, a statement of goals and

objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child."

Paragraph 1.2. shall be deleted in its entirety and replaced with the following:

"1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor."

Paragraph 1.4 shall be deleted in its entirety and replaced with the following:

"1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing".

Paragraph 1.8 shall be added to read as follows:

"1.8 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student."

3. **Payment**

Paragraph 3.1 shall be amended to read as follows:

"3.1 The City shall pay Contractor the amount up to Three Million Four Hundred Twenty-Nine Thousand Nine Hundred Sixty-Three Dollars (\$3,429,963.00) for the entire three year contract term, for the educational program, supports and related services properly delivered hereunder, unless this Agreement is terminated as provided herein. The basis for payment of said services shall be as set forth in Attachment A entitled "Rate Schedule". The Contractor's Rate Schedule shall provide and explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's I.E.P. and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year agreement for all services that may be rendered by Contractor under this Agreement."

Paragraph 3.3 shall be amended to read as follows:

“3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the “Rate Schedule” for that fiscal year. Payment for each child may be changed from time to time based upon each child’s individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.”

4. **Records/Reports**

Paragraph 4.4 shall be added to read as follows:

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Paragraphs 5.1 through 5.5 shall be deleted in their entirety and replaced with the following:

5.1 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.

5.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4 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.

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

5.6 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.

5.7 Student Data shall not be retained or available to the Contractor upon expiration of the contract 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 contract for the purpose of storing student-generated content.

5.8 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.

5.9 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.

5.10 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.

6. **Security Breach of Student Information and Data**

Paragraph 6 shall be deleted in its entirety and replaced with the following:

“This section is intentionally left blank.”

9. **Representations Regarding Qualification**

The following language shall be added to paragraph 9.3:

“Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.”

12. **Contractor’s Liability Insurance**

The following language shall be added as Paragraph 12.3.6, and Paragraphs 12.3.6, 12.3.7 and 12.3.8 shall be renumbered 12.3.7, 12.3.8 and 12.3.9 respectively:

“12.3.6 **Excess Liability Insurance Coverage** with limits of \$1,000,000 per Occurrence /\$1,000,000 Aggregate

6. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect and binding on the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By _____
Neil M. O'Leary, Mayor

Print name

Date: _____

WITNESSES:

**SPECIALIZED EDUCATION
OF CONECTICUT
DBA HIGHROAD SCHOOL**

Print name

By: _____

Print Name and Title

Date: _____

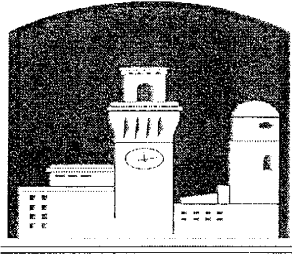
Schedule “A”

“Yearly Rate Schedule”

School Year 2018--2019

**SPECIALIZED EDUCATION OF CONNECTICUT, INC.,
DBA HIGH ROAD SCHOOL**

Tuition:



WATERBURY Public Schools

Today's Students. Tomorrow's Leaders

Melissa Baldwin

Special Education Department
236 Grand St. 2nd floor
Waterbury, CT 06702
203-574-8017
mbaldwin@waterbury.k12.ct.us

May 29, 2019

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: Approval of Contract between City of Waterbury and
University of Connecticut

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that you approve a contract between the City of Waterbury and University of Connecticut to enable social work students from the Graduate School of Social Work to intern in the Waterbury Public Schools. This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding.

There is no cost associated with the contract which covers a three-year period from September 1, 2019 through June 30, 2022 with five(5) one year extensions during which time UCONN can send social work graduate student interns to Waterbury Public Schools as the parties agree are appropriate.

The contract enables the District to obtain social work graduate school interns while providing the interns with valuable and necessary experiences required for their degrees. The District has had interns from UCONN and other universities for social work interns.

I appreciate your consideration in this important matter.

Sincerely,

Melissa Baldwin

Enc. Agreement with UCONN

STUDENT INTERN AFFILIATION AGREEMENT

**for
Social Work Student Internships
between
The City of Waterbury, Connecticut
And
The University of Connecticut**

THIS AGREEMENT, effective on the date signed by the University, is by and between the City of Waterbury, with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and The University of Connecticut, School of Social Work a constituent unit of the State of Connecticut System of Higher Education having a principal place of business in 1798 Asylum Avenue, West Hartford, Connecticut 06117-2698 (the "University").

WHEREAS, _the University of Connecticut is a public University and maintains a School of Social Work, located at 1798 Asylum Avenue, West Hartford, Connecticut; 06117-2698 and

WHEREAS, the University desires to establish Social Work internships to assist in the training of students enrolled in its Undergraduate /Graduate Social Work Program; and

WHEREAS, the City desires to assist in the training of such students by hosting them as Social Work student interns in the City's school system; and

WHEREAS, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Term. The term of this Agreement shall commence on September 1, 2019, and terminate on June 30, 2022 or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

2. Compensation. Neither the University nor the City shall be responsible to compensate the other party, or the intern for services rendered under this Agreement. The parties further agree and understand that neither the intern nor the Faculty Advisor/Internship Supervisor or any other University employee is an employee of the City of Waterbury, but rather that the intern is participating in an internship in the Waterbury Public Schools for the purpose of obtaining experience in furtherance of his/her education. Therefore, the parties agree that the intern and the University faculty member shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers' Compensation coverage, health benefits, etc.

3. Responsibilities of the University.

The University shall:

3.1. The University's Director of Internship and Field Experience, or his or her designee, not later than August 1st of each year, shall notify the City of the number of Social Work student interns available to be hosted by the City during the coming school year, and the City shall give notice as promptly as is practicable of the number of interns it agrees to host during that school year.

3.2 The University shall certify, for participation in the internship program, only those qualified Social Work students enrolled in the Graduate or Masters Programs.

3.3 Prior to placement at an internship site (the "Internship Site"), the University shall arrange for the potential intern to be interviewed by the Principal, Special Education Supervisor, Vice-principal, School Social Worker/ Counselor who is certified to supervise the intern, or other designated representative of the District or Internship Site. Interns shall be approved by the Principal of the intended internship site. Only those students of the University who have been interviewed and accepted by the school representative at the Internship Site shall be permitted to intern at the site.

3.4. The University shall designate an Internship Supervisor (the "Internship Supervisor") to facilitate administration of the internship. Interns will be assigned to each Internship Site in consultation with the Internship Supervisor. The Internship Supervisor shall visit each internship site twice per semester and as requested by the City. The Internship Supervisor shall be solely responsible for evaluating and grading the performance of the interns. The Internship Supervisor may consult with school personnel with regard to the performance and evaluation of the interns.

3.5. The University shall advise its interns that they shall be required to follow the University of Connecticut School of Social Work Field Education Manual during the intern's involvement in the internship program (the "Program"). A copy of the Manual shall be provided to the City prior to commencement of this agreement.

3.6 The University will instruct its student interns to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the internship any student who fails to comply with applicable City rules and regulations.

3.6 The University shall withdraw an intern from the internship with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such intern's continued participation in the internship is detrimental to the intern and/or any employee of the City or student in the City's school system.

3.7 The University shall advise its interns that they will be expected to report to their designated internship sites as per their agreed upon schedules.

3.8 The University shall be responsible for the planning, implementation and execution of all aspects of the Student's educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.9 The University shall provide Faculty for the purpose of tracking Student progress and for consultation with the Institution, as necessary. The Faculty shall be solely responsible for assigning final course grades to the Students.

3.10 The University will instruct Students, Faculty and University personnel not to disclose any confidential material or information connected with the City or any of its Students as set forth herein.

3.11 The University will convey to the City' personnel information about the philosophy and objectives of the Program.

4. Responsibilities of the City

The City shall:

4.1 During the term of this Agreement, the City reserves the right to determine the number of Social Work student interns who are enrolled in the University's Graduate Social Work Student Intern Program, it will host in its school system in accordance with paragraph 4.1 above, and who are qualified to act as student interns in the City's school system performing functions as described below.

4.2. The City shall provide the Internship Supervisor and student interns relevant information, including policies, procedures, and rules with which the student interns must comply.

4.3 The City will notify the University's Director of Internship and Field Experience, or his or her designee, whenever an intern does not timely report to the designated internship site.

4.4 The City may, in its exclusive discretion, require that each intern execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

4.6 The City shall provide suitable space for conferences connected with the Students' clinical or fieldwork instruction.

4.7 The City shall provide a certified professional in the relevant field who shall be responsible for planning and implementing individual Student Assignments, and for evaluating Student performance in accordance with criteria developed by and provided to the City by the University.

4.8 The City shall provide orientation for Faculty regarding relevant City information, including policies, procedures, and rules with which Faculty and Students must comply. The University shall provide such orientation to the Students.

5. Responsibilities of the Intern.

The University shall ensure that the Intern:

5.1 Executes a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

5.2 Each Intern shall be expected to report to their designated internship sites as per their agreed upon schedules.

5.3 Each Intern shall comply with all applicable rules and regulations of the City.

5.4 Each Intern shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records as outlined herein.

6. Criminal Background Check and DCF Registry Check. The University shall provide to each proposed student intern an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the intern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families background check report to the City of Waterbury. The University will instruct the proposed student intern that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed student intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks. The University will also advise each proposed student intern that s/he shall be required to submit to a DCF registry check and present to the RESC an executed "Authorization for Release of Information for DCF CPS Search."

Should the results of any criminal history or DCF registry check for any student intern be determined by the City to be unsatisfactory, the City may terminate the internship of such student intern and notify the University's Director of Internship and Field Experience, or her designee, of such termination.

The provisions of this Section 7 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

7. Student Education Records. The parties acknowledge that in the course of providing/hosting the student interns pursuant to this Agreement, they 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). The University and interns shall comply with the requirements of said statute and

regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. The University shall instruct its student interns on their obligations to comply with FERPA.

8. Student Data Privacy.

8.1 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 University or the Intern.

8.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Intern 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 University or the Intern. 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 University or the Intern 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 University and/or the Intern 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.

8.3 Neither the University nor the Intern shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

8.4 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 University or the Intern receives a request to review Student Data in the University's or the Intern's possession directly from a student, parent, or guardian, the University and the Intern agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Intern 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 University or the Intern, and correct any erroneous information therein.

8.5 The University and the Intern shall take actions designed to ensure the security and confidentiality of student data.

8.6 The University and the Intern 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:

8.6.1 Upon discovery by the University or the Intern of a breach of Student Data, the University 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.

8.7 Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Intern at the expiration of his or her internship term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student- generated content.

8.8 The University, Intern 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.

8.9 The University and the Intern 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.

8.10 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.

9. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to

maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

10.1 Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

10. Use of City Property. The Internship Supervisor and/or student intern shall have access to such areas of City property as the City and the Internship Supervisor agree are necessary for the performance of the Internship Supervisor's and/or student intern's functions pursuant to this Agreement and at such times as the City and the Internship Supervisor may mutually agree.

11. Insurance.

11.1 The University shall offer health insurance to the student to be considered as a potential intern, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the student intern program. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential intern for review by the City.

11.2 Student interns participating in the internship program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. The University agrees that it shall "save harmless" the City of Waterbury from any damages as a result of the University's or Interns negligence.

12. Termination.

12.1 Termination Either party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other party.

12.2 Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services 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. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the student interns nor the Internship Supervisor will be considered employees or agents of the City, and that the relationship between the City and the student interns, the Internship Supervisor and the City is that of an independent contractor. The University, and 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.

14. Accommodations for Persons with Disabilities. In the event that a student intern requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

15 Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University: **Salome Raheem, PhD, ACSW**
Dean and Professor
University of Connecticut
School of Social Work
1798 Asylum Avenue
West Hartford, CT 06117-2698

With a copy to:

To the City: City of Waterbury
 c/o Department of Education
 Chief Operating Officer
 236 Grand Street
 Waterbury, CT 06702.

16. Contract Assignment: No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

17. Claims against the State. The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

18. Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

19. Executive Orders. This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the agreement as if they had been fully set forth in it. At the City's request, the University shall provide a copy of these orders to the City.

20. Non-discrimination. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the City.

20.1 The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard

to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

20.2 If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

20.3 "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

20.4 Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the

commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

20.5 The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

20.6 The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

20.7 The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

20.9 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract

with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

20.10 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

21. Prohibited Activities. The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

22. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

23. Prohibition against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

24. Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this agreement, 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

State University or College

provisions of this agreement shall be enforced as if this agreement 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 agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

26. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

[Signature Page follows.]

State University or College

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

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

UNIVERSITY OF CONNECTICUT SCHOOL
OF SOCIAL WORK

By: _____
_____, Dean

Date: _____

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School of Social Work CRT19-056\4.1.19 UCONN Agreement.doc

SCHEDULE A

**WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in a social work student internship that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, _____, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid internship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said internship or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the University of Connecticut School of Social Work in its Undergraduate/Graduate Social Work Program participating in a Social Work student internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver

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which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this ____ day of ____, 2019.

WITNESSES:

Print Name:

Print name:

Print Name:

State of Connecticut:

: ss: Waterbury ____, ____, 2019

County of New Haven:

On this ____ day of ____, 201__, before me the undersigned officer, personally appeared ____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court
Notary Public
My Commission Expires:

State University or College

SCHEDULE B

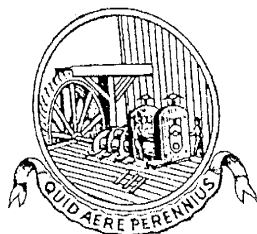
AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

I, the undersigned, _____, a graduate student in the __ Social Work Intern Program at the University of Connecticut School of Social Work, hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

[Printed Name of Student Intern]

Dated: _____



Waterbury Public Schools

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

Mrs. Melissa Baldwin
Director of Special Education

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: Approval of Contract between City of Waterbury and CW
Resources, Inc.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request your review and approval of the above-referenced contract between the City of Waterbury and CW Resources, Inc. The contract services to be provided by CW Resources, Inc. will be in accordance with each individual student's educational needs. CW Resources operates a facility which provides transition services such as job training for students with disabilities and specialized educational needs. The contract was not subject to the solicitation process as it is exempt under Section 38.029 (D) of the City of Waterbury, Centralized Procurement System. Section 38.029 (D) states, in pertinent part: "procurement of services...that are necessary for instruction and related services to be provided to individual students with disabilities in accordance with the requirements of the Individuals with Disabilities Education Act ("I.D.E.A.") and their respective regulations ..." are exempt from the competitive bidding process.

Under the I.D.E.A., the Waterbury School District is required to provide transition services for each student with disabilities according to their Individual Education Plans (I.E.P.s). The Waterbury School District has contracted with CW Resources, Inc. for similar services in the past and has been satisfied with the services provided.



Waterbury Public Schools

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

Mrs. Melissa Baldwin
Director of Special Education

The term of the contract is for three years, commencing September 1, 2019 to August 31, 2022. The total compensation under this three year contract is for an amount not to exceed \$225,000 and will be paid with general funds. My office is obtaining the tax clearance which we expect to have by the date of the meeting.

I appreciate your consideration in this important matter.

Sincerely,

Melissa Baldwin

Enc. Agreement with CW Resources

**AGREEMENT
BETWEEN
CITY OF WATERBURY, BOARD OF EDUCATION
AND
CW RESOURCES, INC.
FOR
TRANSITON PROGRAM- SPECIAL EDUCATION**

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, ("City" or "Board") and CW Resources, Inc., a federally recognized 501(c) (3) not-for-profit, duly registered Connecticut corporation, located at 200 Myrtle Street, New Britain, Connecticut 06053, ("Contractor" or "CWR").

WHEREAS, the City desires to provide transition services which include job support and skills training, job seeking and life skills training to students with disabilities; and

WHEREAS, the Contractor has agreed to provide transition services at the Contractor's facility and at other facilities as determined by the Contractor; and

WHEREAS, the City and the Contractor agree to provide services in accordance with student's IEP ("IEP").

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1 Contractor shall provide transition services, at the Contractor's site or at a site selected by the Contractor, to students with disabilities as determined by the City. The Contractor will provide such transition services to include job support, skills training, job seeking and life skills training services as set forth herein or as more specifically set forth in each student's IEP.

1.2 Contractor will continuously assess the work skills and behaviors of students assigned to the program by the City. This assessment will occur through the duration of the student's assignment and will identify transition strengths and need areas, specifically related to the work performed and as they relate to fundamentals of work. Contractor will provide employment specialists to work with the students.

1.3 Contractor will provide the City with three (3) to four (4) written reports, per school year/per student or as agreed by the parties, which include checklists and observational data. Contractor will also provide additional information as agreed upon during the student's involvement in CWR.

1.4 Contractor will, at the request of the City or its representatives, participate in Planning and Placement Team ("PPT") meetings and IEP programming for the City's students.

2. **Responsibilities of the Parties.**

2.1 The City will provide Contractor with a school calendar and notice of days off which may not be listed on the calendar. If the school day is a half day, students will not attend CWR. The City will also provide notice, if available, to CWR of a student's absence. Contractor will not bill for students' absences if notified by the City as agreed by the parties. When the City schools are closed due to inclement weather, students will not attend CWR. If an early dismissal is called before students are bussed to CWR, the students will not attend. If the students are transported and an early dismissal is called, CWR will not transport any students to another site. A delayed opening in Waterbury will also often delay Contractor's morning transports to other sites.

2.2 Upon receipt of a properly executed release of information from each student's parent or guardian, the City will provide Contractor with information concerning the students and educational reports and IEPs, where necessary, to assist Contractor in assessing the students' employment placement and limitations. Contractor shall obtain a written release of information /waiver from each parent or guardian and provide it to the City.

2.3 The City will provide the students' transportation to the Contractor's site located at 259 Great Hill Rd., Naugatuck, CT 06770 and the Contractor will transport students from the CWR site to other work sites, if appropriate and back to the Contractor's site located at 259 Great Hill Rd., Naugatuck, CT 06770. The students will be transported from the Contractor's site to their respective homes by the District.

3. **Term.**

3.1 The term of this Agreement shall be for the school years September 1, 2019 to June 30, 2022, or any part thereof.

4. **Compensation.**

4.1 The City shall pay Contractor an amount up to Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) for the entire contract term for transition services rendered hereunder, unless said Agreement is terminated as provided herein. The basis of the payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule." Payment shall be made only for the school days as identified in each student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this Agreement for all services that may be rendered by Contractor under this Agreement.

4.1.1 **Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 4 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, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City, and the student's IEP. Contractor's invoices shall describe the dates of service, work performed, services rendered, reports provided, etc. and the compensation sought therefore, in a form and with detail and clarity acceptable to the City.

5. Compensation to Students by Contractor.

5.1 The parties agree that the Contractor shall be solely responsible for compensating the students for work performed at the site in accordance with Department of Labor Fair Labor Standards Act. CWR shall be responsible for obtaining employment information, to include social security numbers, W-9 forms, etc., from the student's parents/guardians as required. Contractor shall pay wages on a weekly basis for work performed in the previous week. Contractor shall be responsible for paying all required state and federal taxes. In particular and as applicable:

- 5.1.1** The Contractor shall withhold FICA (Social Security) from the student's payment.
- 5.1.2** The Contractor shall make state or federal unemployment insurance contributions on behalf of the Contractor or the student.
- 5.1.3** The Contractor shall withhold state or federal income tax from payment to the student.
- 5.1.4** The Contractor shall make disability insurance contributions on behalf of the student.
- 5.1.5** The Contractor shall obtain workers' compensation insurance on behalf of the student.

6. Representation Regarding Qualification.

6.1 The Contractor represents that its employees are licensed, if applicable, to perform the scope of work set forth in this Agreement. 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 Agreement. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

- 6.1.1 Representations Regarding Criminal Violations.** The Contractor acknowledges and agrees that it is and shall be responsible for following the required background check procedures as set forth in the Connecticut General Statutes for any employee who would be in a position involving direct contact with students. Contractor further represents that all such employees have submitted to a check of the Department of Children and

Families Abuse and Neglect Registry ("DCF Registry"); have stated whether they have ever been convicted of a crime or have any charges pending against them; and have undergone a comprehensive state and national criminal history review check. Contractor represents and warrants that each such employee has no history of any violations of the laws of the State of Connecticut pertaining to public health, have not been convicted of a crime, are not listed on the DCF Registry, and have no criminal investigations pending.

7. **Confidentiality.**

7.1 The Contractor shall strictly adhere to all State and Federal Statutes, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records. All information furnished by the City or gathered by the Contractor shall be used solely for the purposes of providing services under this Agreement.

7.2 Contractor acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of 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) and shall comply with the requirements of said statutes and regulations and shall hold said information in the strictest of confidence, and agrees to use information obtained from the City only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, the Contractor has no authority to make disclosures of any information obtained in the course of performing this agreement.

8. **Student Data Privacy.**

8.1 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.

8.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

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

8.4 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.

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

8.6 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.

8.7 Student Data shall not be retained or available to the Contractor upon expiration of the contract 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 contract for the purpose of storing student-generated content.

8.8 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.

8.9 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.

8.10 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.

9. **This Section Left Intentionally Blank**

10. **Indemnification.**

10.1 The Contractor shall indemnify, defend and hold harmless the City, the City's Board of Education and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, damages, costs and expenses including attorney's fees arising out of or resulting from the Contractors negligence or intentional act. The Contractor shall not be responsible if said claims result solely from the actions or negligence of the City and the Board and their officers, agents or employees.

10.2 Any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall not in any way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

11. **Contractor's Liability Insurance.**

11.1 The Contractor shall provide all the insurance required under this section and said insurance has been approved by the City prior to the commencement of this agreement., Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

11.1.1 **General Liability Insurance:** coverage with limits of:
\$1,000,000.00 per Occurrence
\$2,000,000.00 General Aggregate
\$2,000,000.00 Products/completed operations Aggregate

11.1.2. **Auto Liability Insurance:** \$1,000,000.00 Combined Single Limit
Each Accident, Any Auto, All Owned and Hired Autos

11.1.3 **Worker's Compensation:** Statutory limits within the State of Connecticut.
Employer Liability (EL):
\$500,000.00 EL Each Accident

\$500,000.00 EL Disease Each Employee
\$500,000.00 EL Disease Policy Limit

11.1.4 Excess/Umbrella Liability Insurance: coverage with limits of:

\$1,000,000.00 each Occurrence
\$1,000,000.00 Aggregate

11.1.5 Abuse/Molestation Liability Insurance: coverage with limits of:

\$1, 000,000.00 per Occurrence
\$1,000,000.00 Aggregate
Applicable to Contractors working directly with youth/minors.

11.1.6 Certificates of Insurance.

Contractor's General Liability Insurance policies/Certificates of Insurance shall be endorsed to add the City and its Board of Education as 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 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 Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance including an Additional Insured Endorsement, and a Waiver of Subrogation Endorsement verifying the above coverages, and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of subrogation."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. The Contractor shall provide replacement and/or renewal certificates at least thirty (30) 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 written notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept., 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, the Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.1.8 Failure to Maintain Insurance.

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may terminate this Agreement immediately upon information of no insurance coverage.

12. Termination.

12.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of Contractor, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

12.2 Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this agreement.

12.3 Termination for Lack of Funding. The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay

Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

12.4 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

12.4.1 Effects of Non-appropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 Contractor.

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

13. Non-Appropriation.

13.1 The Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Aldermen of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

14. Discriminatory Practices.

14.1 In performing this Agreement, 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 Agreement. 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.

14.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

14.2.1 Equal Opportunity.

In its execution of the performance of this Agreement, 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.

15. Assignability

15.1 The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City.

16. Interest of City Official.

16.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

17. Prohibition Against Gratuities and Kickbacks.

17.1 No person shall 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.

17.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

17.3 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

18. Prohibition Against Contingency Fees.

18.1 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.

19. City of Waterbury's Ethics Code Ordinance.

19.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

20. Debarment.

20.1 The Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Orders 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

21. Entire Agreement.

21.1 This Agreement 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 Agreement must be in writing and agreed to by the City and the Contractor.

22. Independent Contractor Relationship.

22.1 The relationship between the City and the Contractor is that of 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 Agreement.

22.2 Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City, the Contractor or any employee, or agent of the Contractor. Both parties acknowledge that the Contractor and its employees are not employees of the City for federal or state tax purposes.

22.3 As the Contractor and its employees are not employees of the City, the Contractor is responsible for paying all required state and federal taxes. In particular:

22.3.1 The City will not withhold FICA (Social Security) from the Contractor's payment.

22.3.2 The City will not make state or federal unemployment insurance contributions on behalf of the Contractor or its employees or agents.

22.3.3 The City will not withhold state or federal income tax from payment to the Contractor or its employees or agents.

22.3.4 The City will not make disability insurance contributions on behalf of the Contractor or its employees or agents.

22.3.5 The City will not obtain workers' compensation insurance on behalf of the Contractor or its employees or agents.

23. **Audit.**

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

24. **Severability.**

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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.

25. **Survival.**

25.1 Any provisions of this Agreement that impose continuing obligations on the parties and shall survive the expiration or termination of this Agreement for any reason.

26. **Disputes; Legal Proceedings and Continued Performance.**

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Waiver.

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

28. Governing Laws.

28.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESS:

CITY OF WATERBURY

By: _____

Neil M. O'Leary

Mayor, City of Waterbury

Print name

Date: _____

WITNESS:

Sandra Lavoie

William Blonski

Sandra Lavoie

WILLIAM BLONSKI

Print name

CW RESOURCES, INC.

By: *[Signature]*

Date: *5/31/19*

F

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CRT19-057\Drafts\Draft#3 5.30.19.docm

ATTACHMENT A

Yearly Rate Schedule

City of Waterbury
And
CW Resources, Inc.
(Consisting of one page)

COST OF SERVICES

Daily job training, Support and assessments - \$120.00 per student per day

Life Skills - \$24.00 per hour

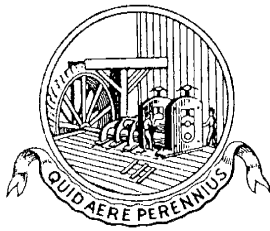
Situational Assessments - \$360.00 per report

Enhanced Staffing

One to one staffing support - \$165.00 per day

Line of sight support - \$135.00 per day

If the parties agree, additional transportation for a particular student from the student's District school to the CW Resources site located at 259 Great Hill Road, Naugatuck and Back to the District school from the contractor's location will be \$25.00 per student per day.



Waterbury Public Schools

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

Mrs. Melissa Baldwin
Director of Special Education

June 4, 2019

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

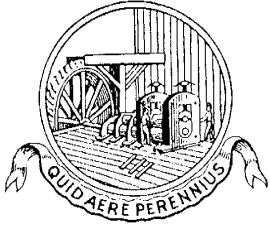
Re: Contract between the City of Waterbury and EBS
Healthcare, Inc. (EBS) for registered behavior technician services.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with EBS for the provision of registered behavior technician services for the Waterbury School District and students with disabilities in the total not to exceed amount of Three Million One Hundred and Four Thousand Four Hundred and Fifty-Seven Dollars (\$3,104,457) for a three-year term as follows:

For July 1, 2019- June 30, 2020, an amount not to exceed One Million Thirty-Four Thousand Eight Hundred and Nineteen Dollars (1,034,819) at the hourly rate of \$37.85 for Registered Behavior technicians;

For July 1, 2020 - June 30, 2021, an amount not to exceed One Million Thirty-Four Thousand Eight Hundred and Nineteen Dollars (1,034,819) at the hourly rate of \$37.85 for Registered Behavior technicians;



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Mrs. Melissa Baldwin
Director of Special Education

For July 1, 2021 – June 30, 2022, an amount not to exceed One Million Thirty-Four Thousand Eight Hundred and Nineteen Dollars (1,034,819) at the hourly rate of \$37.85 for Registered Behavior technicians;

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 bidding process. The Waterbury Special Services Department issued a Request for Proposal #6333 for registered behavior technician services for Waterbury students with disabilities.

Ten vendors submitted proposals. Our department formed a committee who reviewed the proposals and conducted interviews with seven proposers. The committee consisted of Special Education Supervisor Stacey Kozlowski, Special Education Teacher Lisa Higgins and Rob Davis, Board Certified Behavior Analyst. 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. EBS scored the best of any of the proposers for the services requested.



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Mrs. Melissa Baldwin
Director of Special Education

The Committee then reviewed the hourly rates submitted by each proposer. EBS's rate is within the average range of the hourly rates submitted.

A tax clearance is being obtained and the contract is paid with grant funds. EBS has been a vendor for the District and the District is satisfied with its work.

Respectfully Submitted,

A handwritten signature in cursive script, which appears to read "Melissa Baldwin". The signature is written in dark ink and is positioned above the printed name.

Melissa Baldwin

Enc. Contract and RFP attachments

PROFESSIONAL SERVICES AGREEMENT
for
Registered Behavioral Technician Services - RFP No. 6333
between
The City of Waterbury, Connecticut
and
EBS Healthcare, Inc.

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., located at 200 Skiles Boulevard, West Chester, Pennsylvania, 19382 with offices at 1266 East Main Street, Suite 700R, Stamford, Connecticut 06902, a State of Pennsylvania duly registered foreign corporation (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 6333** for Registered Behavior Technician Services; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 6333**; and

WHEREAS, the City desires to obtain the Contractor'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 Contractor 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 Contractor 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 providing twenty (20) Registered Behavior Technicians (RBTs), certified by the Behavior Analyst Certification Board (BACB) and supervised by a Board Certified Behavioral Analyst (BCBA), to the Waterbury School District as needed. The RBTs will provide behavioral and related services to students with disabilities, ages 3-21, as directed by the students' Individual Education Plans (IEPs) and as detailed and described in **Attachment A** hereby made a material provision of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor 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 RFP No. 6333 for Registered Behavioral Technician Services, consisting of 10 pages (excluding Contractor Compliance Packet and Sample Contract), attached hereto.
- 1.1.2 Addendum # 1 to RFP # 6333, dated April 2, 2019, consisting of 5 pages, attached hereto.
- 1.1.3 Contractor's Response to City of Waterbury RFP No. 6333, dated April 4, 2019, consisting of 69 pages, attached hereto.
- 1.1.4 any and all amendment(s) and Change Orders, issued by the City after execution of Contract, 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 and certifications 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 Any Amendments to this Contract
- 1.2.2 This Contract
- 1.2.3 Addendum # 1 to RFP # 6333
- 1.2.4 City of Waterbury RFP # 6333
- 1.2.5 Contractor's Response to City of Waterbury RFP No. 6333
- 1.2.6 All applicable Federal, State and local statutes, regulations charter and ordinances

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. 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, without 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.

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. 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.

3.2. 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 the Contractor, unless written permission is obtained from the City to work during other times. 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.

3.3. 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.

3.4. 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.

3.5. Standard of Performance. The standard of care and skill for all services performed by the Contractor's Registered Behavior Technicians and employees shall be that standard of care and skill ordinarily used by other members of the Registered Behavior Technicians profession practicing under the same or similar conditions at the same time and in the same locality. The RBT services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. 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.

3.7. 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:

3.7.1 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 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;

3.7.2 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 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.

3.7.5 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 Contractor 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 Contractor shall deliver periodic, thirty (30) day, 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 Contractor and/or delivered by the Contractor 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 Contractor's declaration as to whether the entirety of the Contractor'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.

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.

3.9. Confidentiality/FERPA.

3.9.1 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.

3.9.2 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.

3.9.2 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.

3.10 Student Data Requirements.

3.10.1 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.

3.10.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

3.10.3 The Contractor shall not 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 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.

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

3.10.6 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.

3.10.7 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.

3.10.8 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.

3.10.9 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.

3.10.10 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.

3.11 Criminal Background Check and DCF Registry Check. Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws

or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

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. The Contractor shall complete all work and services required under this commencing on the date the contract is signed by the Mayor and shall complete all work and services required Contract on or before June 30, 2022.

5.1. Time is and shall be of the essence for the Project. The Contractor 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. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

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 ONE HUNDRED FOUR THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$3,104,457.00)**, with the basis of payment being as follows:

6.1.1 An amount not to exceed **ONE MILLION THIRTY-FOUR THOUSAND EIGHT HUNDRED NINETEEN DOLLARS (\$1,034,819.00)** per school year (including Extended School Year) at the rate of **THIRTY-SEVEN DOLLARS AND EIGHTY-FIVE CENTS PER HOUR (\$37.85)** per hour.

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. 6333** 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, materials, reports, plans, specifications, 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, 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.

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 and its boards, the City's Board of Education (if applicable), 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, 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 (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Contractor, its employees, any subcontractor, 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.

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.

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 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 & 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: \$1,000,000.00 each Wrongful Act. **\$1,000,000.00** Aggregate.

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

9.4.6 Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence/. **\$1,000,000.00** Aggregate. Applicable to Contractors working directly with youth/minors.

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 the Waterbury 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 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 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.

10.3.2 The Contractor 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 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 of 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. 6333** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 6333**.

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: EBS Healthcare, Inc.
200 Skiles Boulevard,
West Chester, Pennsylvania, 19382

City: Board of Education of the City of Waterbury
236 Grand Street, 2nd floor
Waterbury, CT 06702
Attention: Director of Special Education

With a copy to: Office of the Corporation Counsel
235 Grand street, 3rd 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 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-I.

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.

(The next page is the signature page.)

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor
Duly Authorized

Date: _____

WITNESSES:

EBS HEALTH CARE, INC.

By: _____

Its _____,
Duly Authorized

Date: _____

ATTACHMENT A

1. City of Waterbury RFP No. 6333 for Registered Behavioral Technician Services, consisting of 10 pages (excluding Contractor Compliance Packet and Sample Contract), attached hereto.
2. Addendum # 1 to RFP # 6333, dated April 2, 2019, consisting of 5 pages, attached hereto.
3. Contractor's Response to City of Waterbury RFP No. 6333, dated April 4, 2019, consisting of 69 pages, attached hereto.
4. any and all amendment(s) and Change Orders, issued by the City after execution of Contract, 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 and certifications incorporated by reference

REQUEST FOR PROPOSAL #6333
BY
THE CITY OF WATERBURY
EDUCATION
Registered Behavior Technician Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking one or more vendors, proposers or contractors to provide:

Up to 20 Registered Behavior Technicians (RBTs), as needed by the Waterbury School District, currently certified by the Behavior Analyst Certification Board (BACB), who will provide behavioral and related services to students with disabilities ages 3-21. The initial contract period is for three years commencing on or about July 1, 2019 through June 30, 2022.

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, experienced, professional proposers to provide BACB certified Registered Behavior Technicians as needed by the Waterbury School District for students with disabilities. The City reserves the right to assign RBTs to students based on the student's need and the needs of the Waterbury School District. The selected vendor or vendors will be responsible for the provision of services as set forth in student Individual Education Plans (IEPs) or as directed by the District.

B. Qualifications

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

1. Experience and expertise in providing Registered Behavior Technicians (RBTs), for the types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities 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 persons and phone numbers 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. Ability to demonstrate that all assigned staff and RBTs will be compliant with all relevant laws and regulations including but not limited to state and federal special education laws and regulations
4. Ability to demonstrate that all assigned Registered Behavior Technicians are compliant with the RBT training and certification standards, set forth by the Behavior Analyst Certification Board (BACB), and all staff and RBT's are

competent in providing the services outlined in the scope of services. The proposer agrees that all proposed RBTs are subject to the City's review of their qualifications.

5. Evidence of sufficient staff and pool of experienced and certified RBTs are to be provided to the City upon request and without delay, fill its immediate and changing needs. The proposer agrees that all proposed staff for the District are subject to the City's approval.
6. The RBTs provided have experience in a school setting working with evidence-based behavior intervention techniques and strategies with students with disabilities ages 3-21 in compliance with the students' IEPs and District directives.
7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience working with students with disabilities, their ages and their behavior issues. The proposer will also provide retention/turnover rates of RBTs.
8. The Proposer will insure that assigned RBTs can demonstrate proficiency of any skill acquired through the RBT Training to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City upon request.
9. The proposer will provide, if possible, RBTs trained in Cardiopulmonary Resuscitation (CPR), administration of medications and use of the Automated External Defibrillator (AED).
10. Each RBT provided must follow City and School District policies, procedures, guidelines and other requirements as set forth by Waterbury School District representatives.
11. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families (DCF) Registry checks, fingerprinting and drug screening of each RBT candidate. In addition, each RBT shall complete the mandated reporter training on child abuse and neglect offered by the Connecticut DCF prior to placement in the District.
12. Each RBT shall provide timely and complete reports, data, or other documentation as requested by Waterbury staff.
13. The proposer will invoice the City monthly and provide back up documentation with the invoice.

C. Scope of Services

1. The proposer agrees to provide up to 20 RBTs to provide behavior and related services to students with disabilities, ages 3-21, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for work performed for the City during school hours on days the school is in session.
2. Behavior and related services must be provided by BACB certified and qualified RBTs without delay to fill the immediate and changing needs of the District. The proposer will insure that all RBTs working in the Waterbury School District have had DCF mandated reporter training, satisfactory criminal background checks, drugs tests and DCF registry checks as required under law and will provide the City proof upon request.

3. The RBTs will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City. The RBTs will be assigned a student or students and other related responsibilities by City personnel. They may assist in implementing the student's IEP and behavior plans, follow the instructions of Waterbury staff and the BCBAs, compile data and information as directed and provide other related services at the District's request.
4. The RBTs may work with one or more students based upon the students' individual education plans. Students are primarily located in Waterbury schools. Work hours consist of the hours the students are in school.
5. Behavior services are needed for each school day following the school calendar of up to 181 days and for extended school year services for an additional up to 20 days in the summer.
6. The proposer will supervise its registered behavior technicians and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's RBTs will maintain records as required by the City and act in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.
7. Each registered behavior technician shall provide to 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.
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.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2019 – June 30, 2022.

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 29, 2019**. Prospective proposers must limit their contact regarding this RFP to Mr. Kevin 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 April 2, 2019 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 five (5) 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 April 8, 2019.**

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 an RBT annually 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 requirement 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 Proposal.
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.

2019

PROPOSAL

RFP 6333
Registered Behavior
Technician Services

Local Address
1266 East Main Street
Suite 700R
Stamford, Connecticut 06902

Mailing Address
200 Skiles Blvd.
West Chester, Pennsylvania 19382



Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
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 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 provide the most highly trained and best supported Registered Behavior Technicians (RBT).
- EBS will have Board Certified Behavior Analysts (BCBA) in the district directly supervising all EBS RBTs.
- EBS will provide consultation, quality assurance and program analysis at no cost to the district.
- The EBS team is an extension of Waterbury School District, our team will help support school initiatives, conduct functional behavior assessments and behavior intervention plans 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.

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 2.1 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 School District.



WE CARE MORE. WE DO MORE.

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**** Pricing Data is in Separate Envelope per RFP specifications ****



WE CARE MORE. WE DO MORE.

Proposer Information

- a. Firm Name: EBS (Educational Based Services)
- b. Permanent main office address: 200 Skiles Blvd, West Chester, PA. 19382. EBS has several regional offices along with our national headquarters.
- c. Date firm organized: Firm organized in 1982, 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 32 years.
- f. **Rob Doerr, Program Director** - Rob has worked with EBS for 20 years and has been in the field of special education for over 22 years. Rob is the Director and Supervisor of all operations of EBS at our National Headquarters.

Jake Carwell, Director of Operations - Jake Carwell, M.Ed. is an EBS administrator, who has a diverse background working in the field of special education. His area of focus, as well as his passion, is in working with students who are not successful in a typical classroom setting due to significant behaviors.

Mrs. Karen Bilbao, EBS Director of Special Education and National Director

After forty years in public education, Karen Bilbao, M.A. has multiple teaching certifications and has experience in the implementation and oversight of all aspects of special education service delivery. She has served as a speech and language specialist, special education teacher, learning disabilities teacher-consultant on a child study team and director of special services. She has direct experience in reducing referral rates and in successfully including students with all types of disabilities into general education settings. When she became a Superintendent of Schools in 2006, she had an opportunity to take her specialization to the next level. She was able to preserve and improve quality while decreasing the amount of special education services, allowing her and her administrative team to utilize the released funding to benefit all children, for example, by implementing district-wide full day kindergarten at no increased cost to the community. During her tenure as Superintendent, Mrs. Bilbao was recognized as a leader in the field of special education. She has presented at several workshops, such as a workshop at the Superintendent's Study Council on "Improving Quality while Containing Costs in Special Education". Karen will be available to Waterbury for district meetings as needed.

Chelsie Collier, M.A., BCBA is a Behavior Analyst and certified supervisor by the BACB. Chelsie has operational, clinical and supervisory experience in schools, residential programs, clinics and home settings. Chelsie has experience working with students with severe behavioral needs and strives to effectively reduce challenging behaviors to help keep children in the least restrictive environment possible. She enjoys incorporating positive behavioral supports training whenever possible to educators and families to improve the quality of a child's life. Chelsie has expertise in the placement



of Behavior Supports and BCBAs in appropriate classroom settings across multiple districts. She has supervised Registered Behavior Technicians, ABA Supports and BCBAs working in schools and clinics across Connecticut, New Jersey and New York. Chelsie is also a National Certified Counselor (NCC) which helps her to look at the full picture of a child including emotional or physical trauma, socioeconomic factors, or coexisting diagnoses that could be affecting a child's learning potential.

Chelsie worked to open the first ABA clinic in the State of Delaware. During her time as the Director of Clinical Services, the clinic was able to expand to become the largest ABA provider across the State and becoming a support for local districts in a school/clinic collaboration model. She has presented at schools, parent workshops, alumni panels and hopes to continue to spread the knowledge of behavioral reduction techniques, skill acquisition, positive behavior supports and ABA programming to all partnering school districts Chelsie will be available to Waterbury for RBT supervision.



Philosophy Statement and Business Focus

WHY IS EBS THE BEST ORGANIZATION TO PARTNER WITH WATERBURY SCHOOL DISTRICT

EBS has been in the educational management, training and consultation field for over 30 years. Our focus is and has always been in the area of education. In three decades, our differentiated approach for providing innovative solutions to complex problems has evolved to support the changing dynamics of the 21st century, but our focus on providing customized support has not. EBS does not use a cookie-cutter approach to systems development because we recognize that effective change is a process. Much like best practice in the classroom, we utilize a multidisciplinary education team approach to analyzing organizational structures and collect relevant data that will help us identify district strengths and deficits. We formulate goals and processes that support district climate and culture and then develop realistic implementation timelines, all based on the particular needs of our district partner. Our district constituents can be assured that we will work together, using district data and research-based best practice strategies from the fields of Change Management and Implementation Science, to develop comprehensive solutions to organizational challenges, which will be uniquely designed to meet the specific needs of your Waterbury School District.

EBS Behavior Intervention Services

EBS can provide customized Behavior Intervention and Support services based on the specific needs of your district. Whether you need support in completing backlogged evaluations, or seek an organization to staff and run your entire behavior program, EBS can help. We offer comprehensive consulting, training, coaching, program development and staff management solutions that can minimize challenging student behaviors and maximize educational outcomes.

Autism Support, Training and Program Development

Although there are many interventions in existence for Autism Spectrum Disorder (ASD), only a small percentage have been supported by research. EBS uses evidence-based strategies that have been identified by the National Professional Development Center on Autism Spectrum Disorder's rigorous criteria.

We have experts in the following areas:

- TEACCH
- ABA Services
- STARS Program
- CPI



Our experts provide the following supports:

- Antecedent-based intervention
- Cognitive Behavioral Intervention
- Differential reinforcement
- Discrete trial teaching
- Extinction
- Functional Behavior Assessment
- Functional Communication Training
- Modeling
- Naturalistic Intervention
- Parent-implemented Intervention
- Pivotal Response Training
- Prompting
- Reinforcement
- Response Interruption
- Scripting
- Self-Management
- Social Narratives
- Social Skills Training
- Task Analysis
- Technology Aided Instruction and Intervention
- Time Delay
- Visual Supports
- Video Modeling



One-to-One Student Support

Registered Behavior Technicians (RBT) assist students one-on-one during the school day by implementing evidenced-based, data-driven behavior treatment plans under the close and ongoing supervision of a Board Certified Behavior Analyst (BCBA).

Our RBT's are provided mentorship, training, and supervision by an EBS BCBA. EBS team members are well versed in shaping behavior, de-escalation and data collection procedures. EBS provides full-time supervisors and mentors to ensure quality assurance.

Our Unique Training Approach: Contextual Differentiated Coaching

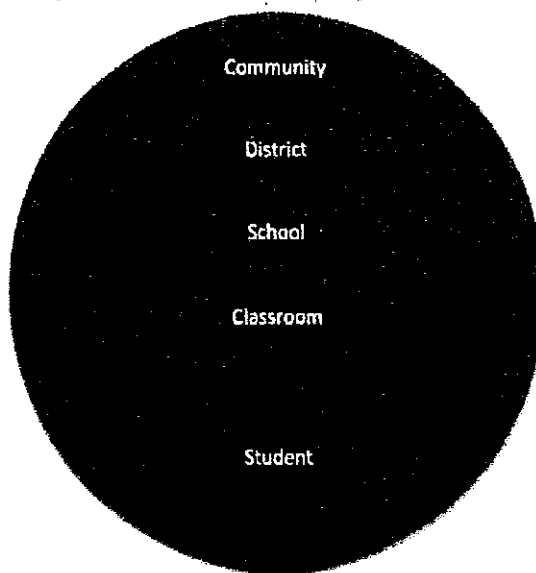
The multidisciplinary team of EBS leadership encompasses a variety of training, experience and educational expertise. Through a combination of these unique lenses, research-based best practices, a shared purpose, and strong collaboration, we have developed our unique approach to systems reform. Our approach is called "Contextual Differentiated Coaching" or "CDC" because EBS believes there is no one-size fits all approach to analyzing organizational strengths and deficits in unique school systems. In order to really understand the challenges a district is facing requires multiple, expert lenses that work collaboratively to examine context-specific data. Our CDC approach goes beyond simply analyzing organizational data. After analysis is complete we work with our district partners to develop data-driven, individualized recommendations and processes for improvement, differentiated to the individual needs and receptiveness of the stakeholders involved, and support the district with the application of the suggested revisions.

Our Contextual Differentiated Coaching approach draws on aspects from multiple research-based theories and models utilized in educational systems nation-wide. The EBS leadership team recognizes the Stages of Concern and Levels of Use aspects of the Concerns Based Adoption Model; we pull on the research of Active Implementation Science. We utilize elements of Systems Thinking and incorporate it with differentiated coaching and knowledge about multi-tiered systems of support in conjunction with federal and state laws regarding special education, so that our district partners receive the most comprehensive, customized support possible.

We recognize that organizational change is a complex process and that there is not a one-size-fits-all approach to sustainable implementation. We work closely with our districts to monitor progress and adjust our approach as necessary in order to achieve and sustain results.



We understand that simply providing the right professionals is not enough. At EBS our experts understand the bigger picture and the multiple layers of support necessary for each student's success.



At EBS we provide training, management and consulting at every level of service. Our RBT certified professionals are passionate and highly qualified. In addition to high quality direct services, EBS provides classroom support, reintegration progress monitoring, classroom training, professional development trainings, additional support from supervisors and administration, community involvement and more at no cost to the district.

Partnering with EBS includes supports at all levels:

- **Student**—Individualized teachers and staff passionate about making meaningful changes and seeing students in the least restrictive environment.
- **Classroom**—Providing students with a safe, predictable environment, establishing expectations and building relationships within a classroom setting—our goal is to generalize these skills from the classroom to the school.
- **School**—Ensuring PBIS are run throughout the building and are making effective change, MTSS School wide initiatives are effective, ensuring goals are being met throughout the school and meeting even greater goals to spread throughout the district.
- **District**—Helping to increase enrollment, decrease dropout rate, keeping kids in district and increasing academic performance will ultimately affect the community.
- **Community**—Supporting through transitional periods and helping to establish community based learning opportunities, volunteer opportunities, and even job opportunities with staff who live in and care deeply about the Waterbury area community.



WE CARE MORE. WE DO MORE.

References/Relevant Experience

EBS has been providing school based special education services for over 30 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. 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.

Stamford Public Schools

Mr. Wayne Holland, Director of Special Education
888 Washington Street
Stamford, Connecticut 06901
(203) 977-4853
rholland@stamfordct.gov

EBS has partnered with Stamford Public Schools since 2006. In that time we have expanded from providing speech language pathology services exclusively to now providing many servicing including behavioral support and ABA services. We currently operate and manage two behavior classrooms in the district utilizing BCBA's, RBTs, Special Education Teachers and School Psychologists. Our partnership with Stamford has allowed the district build capacity in both the level of services provided as well as the skill level of the staff.

Dates of Service: 2006- Present
Services Completed On Time
Amount of Current Contract: \$750,000



Kansas City Public Schools

Ms. Waukita Williams, Compliance and Operations Officer, Exceptional Education
1211 McGee Street
Kansas City, Missouri 64106
(816) 418-5219
wwilliam@kcpublicschools.org

EBS has been partnered with Kansas City Public Schools for three years in various capacities. EBS is the district's sole provider of contracted special education services. Along with SLP, OT, PT and School Psychology Services, EBS has also started behavior services in the district which include BCBA and RBT services.

Dates of Service: 2016-Present (Annual Renewals)
Services Completed on Time
Amount of Current Contract: Approximately \$2,000,000

Coatesville Area School District

Ms. Lisa Hauswirth
1113 W. Lincoln Highway
Coatesville, Pennsylvania 19320
610-383-3760 x 82513
hauswirthl@casdschools.org

EBS has partnered with Coatesville Area School District for four years and provides all of the contracted special education professionals in the district. EBS provides and manages all SLP, OT, PT services as well as provides BCBA and RBT services for the district's behavioral programs.

This district worked with another company for many years until EBS took over all specialized services. We work side by side with the directors and schools to provide services as well as implement processes and procedures. We provide ongoing trainings, continuing education and materials based on the needs of the district and the schools. EBS was able to increase quality while substantially lowering the budget over the first year of the contract. EBS provides a team of full-time supervisors dedicated to the district to ensure quality and accountability.

Dates of Service: 2015-Present
Services Completed on Time
Amount of Current Contract: Approximately \$1,000,000



Philadelphia Public Schools

Mr. Chris Marino
440 North Broad Street
Philadelphia, Pennsylvania 19130
215-400-6040
cmarino@philasd.org

EBS has been partnered with Philadelphia Public Schools for over ten years in various capacities. EBS has provided the district with SLPs, OTs, Special Education Teachers, School Psychologists, BCBAs and RBTs over the time we have been working together.

Dates of Service: 2002-Present (Annual Renewals)
Services Completed on Time
Amount of Current Contract: \$2,000,000

Contracts with Waterbury

EBS currently partners with the district providing speech language pathology services. We have supported the district with this for several years and look forward to continuing this working relationship for years to come.

EBS was also recently awarded a contract to provide Board Certified Behavior Analysts to the district beginning on July 1, 2019.



Personnel Listing

1. Andrew Gebhart	RBT
2. Caitlin Viccari	RBT
3. Nikkia Turner	RBT
4. Nadia Basir	RBT
5. Cathleen Meredith	RBT
6. Antoinette Kinard	RBT
7. Melissa Jimenez	RBT
8. Shana Pettway	RBT
9. Maggie Holley	RBT
10. Cassandra Altreche	RBT
11. Jessica Young	RBT
12. Danielle Murphy	RBT
13. Devence Powell	RBT
14. Holli Davila	RBT
15. Allegra Brown	RBT
16. Colleen Hughes	RBT
17. Sharde Grannell	RBT
18. Brooke Gundrum	RBT
19. Jennifer Eynon	RBT
20. Jaime Demers	RBT

Resumes of Current RBTs

Attached are the resumes of some of the RBTs EBS is currently working with, comprised in the list above. Some are still in the process of obtaining their full RBT certification, but will most definitely have it by July 1, 2019. EBS has the ability to service all the needs of the Waterbury contract. EBS will identify up to 20 qualified and certified RBTs for Waterbury by July 1, 2019. Additional RBTs above 20 will also be provided to the district upon request.

Conflict of Interest

EBS has no current or former business, financial, personal or other types of relationships which may pose a conflict of interest.



Caitlin Viccari

Case Manager/ Registered Behavior Technician

Presented By EBS

I aspire to obtain adequate supervision in a hybrid position, while learning and growing as a professional in the field of Applied Behavior Analysis. While working over the next year, I will be completing the requirements to complete graduate work to obtain a master's degree in ABA in preparation to pass the BCBA exam with plans to further my career in the field.

Authorized to work in the US for any employer

WORK EXPERIENCE

Primary Case manager and fill- in ABA therapist

BEHAVIORAL CONSULTING, LLC - Watertown, CT -

2016 to Present

Assessment/program start up, staff/parent training, catalyst startup with company

Primary ABA therapist

MICHELLE RAGOZZINE, LLC - Milford, CT -

2017 to 2018

1:1 with clients in home, school, office, and community settings under the supervision of BCBAs ran individualized programs using PRT approach. Catalyst for data collection. Lead social skills group once a week. Wrote lessons plans weekly for group that were approved by director and all relevant BCBAs. Wrote programs under supervision for one client. Trained new staff on ongoing clientele. Ran direct instruction academic programming in district.

RBT/ Case Manager

MELIORA ACADEMY - Meriden, CT -

2016 to 2017

FULL-TIME

1:1 RBT. Implemented intensive behavior plans; carried over PT, OT, speech skills. RDI trained. Ran Academic programming. Worked with a large team per case.

ABA Therapist

CONNECTICUT BEHAVIORAL HEALTH - Cheshire, CT -

2015 to 2016

FULL-TIME

Contractual position. 1:1 direct behavioral intervention on a client in a public school awaiting outplacement:

Case Manager/ ABA therapist

PROGRAM BUILDERS, INC -

2012 to 2016

ABA therapist/ case manager worked direct 1:1 with clients and families to start. Promoted to case manager. Implemented behavior plans, data collection, taught various skills. Under supervision, wrote treatment goals, crisis plans, behavior plans, skill acquisition programs, staff training, parent training, attending PPTs, analyzed data, conducted IOAs, created data sheets, ran assessments, etc. Award for "Communication" and "Enjoying What we Do." Participated in volunteerism through multiple events with the company and outside of the company. Taught a Zumba class to kids and social skills group.

EDUCATION

Master's- working toward in ABA

Simmons College - Boston, MA

October 2017 to August 2019

Bachelor's in CHILD AND ADOLESCENT DEVELOPMENT

Southern New Hampshire University - Manchester, NH

September 2013 to May 2015

ASSOCIATES in HUMAN SERVICES/PRE-SOCIAL WORK

NAUGATUCK VALLEY COMMUNITY COLLEGE - Waterbury, CT

SKILLS

TRAINING (6 years), CATALYST (3 years), CPR (Less than 1 year), EXCEL (Less than 1 year), SCHEDULING (Less than 1 year)

CERTIFICATIONS/LICENSES

Registered Behavior Therapist

July 2017 to July 2018

GROUPS

Global Autism Project (volunteerism)

July 2018 to Present

Traveling to Kenya with the Global Autism Project to teach kids with autism and help families implement ABA strategies.

ADDITIONAL INFORMATION

SKILLS & ABILITIES

RDI, PRT, DTT, TA, PECS, AFLS, VB-MAPP, EXCEL, CATALYST, WORD, GOOGLE DOCS, PMT, SAFETY CARE, CPR, FIRST AIDE, RBT, SOCIAL SKILLS, ZUMBA, COMMUNICATION, TRAINING STAFF, PARENT TRAINING, ABLLS, SCHEDULING, VOLUNTEERISM, BIPS, PROFESSIONALISM, ETHICS, ORGANIZATION, TIME MANAGEMENT, DEDICATION

VITALS

277 Naugatuck Ave

Milford, CT 06460

T [...]

E cvicc0915@gmail.com

E cvicc0915@gmail.com

NIKKA TURNER

Presented By EBS

I can effectively built a relationship of trust with students and tapped into a place that allows each student to focus and appropriately acclimate to the environment; for some task that has previously been difficult, even impossible to achieve. My main job as an educators is to assess the potential of our students and guide them to reach that potential.

EXPERIENCE

OCTOBER 2017 – CURRENTY WORKING

BEHAVIORAL INTERVENTIONST, YU MING CHARTER SCHOOL OAKLAND, CA

Provide a challenging and comprehensive education for Kindergarten through 8th grade students, preparing them to be inquisitive and analytic lifelong learners in the 21st century. Provide an academically rigorous college preparatory program. Graduate students with bilingual and skills in Mandarin Chinese and English. Nurture intellectual curiosity, international perspective, and diligence in attaining personal goals. Develop young people with compassion, sound moral character, and a sense of responsibility for the community and the environment. Inadditton to Manage student behavior for the purpose of providing a safe and optimal learning environment. As well Appropriate applied behavior teaching, communication, and reinforcement techniques consistently. Document student progress/activities/outcomes and provide regular feedback to student(s), classroom teachers, parents, and administration regarding student progress, expectations, goals, etc. Accurately complete all required documentation and data collection daily. To Work with the student to reinforce learning of material or skills as described in the IEP.

SEPTEMBER 2017 – JANUARY 2018

REGISTERED BEHAVIOR TECNIHAN, MAXIUM HEALTH CARE STAFFING/SKYLINE HIGH SCHOOL OAKLAND HILLS, CA

Manage behavior of students; intervene in crisis/emergency situations involving aggressive or uncontrolled behavior of identified students; restrain disruptive or dangerous students, when certified, in situations only when student is a danger to him/herself and/or others. Work cooperatively with classroom teachers, interpreting the abilities and disabilities of students, assisting in classroom intervention strategies, modifying general education curricular as necessary and assisting students with class assignments. Assure compliance with governmental regulations, codes and reporting requirements concerning those Special Education students affected by his/her services. Notify immediately appropriate personnel and agencies, and follow established procedures when there is reasonable suspicion of substance abuse, child neglect, severe medical or social conditions or potential suicide.

May 2017-September 2017

**ATTENTIVE BEHAVIORAL CARE WESTCHESTER COUNTY, NY REGISTERED
BEHAVIORAL TECHNICIAN**

Behavior Interventionist provided direct 1:1 behavioral services for children diagnosed with autism and related disorders. Collected, recorded, monitored behavioral data, and prepared individual progress reports. Implemented behavioral strategies based on ABA methodologies. Trained in Catalyst Data Provided 1:1 home based and clinical based intervention services based on the methods of applied behavior analysis. Completed daily documentation including first trial data, five trial data, trials to criterion data, and graphing. Designed age appropriate strategies to provide therapeutic services. Communicated effectively with diverse populations including children with developmental and intellectual disabilities and their parents.

**September 2014 – August 2017 TEACHERS AID HARRISON CENTRAL SCHOOL
DISTRICT HARRISON, NY**

Used Applied Behavior Analysis strategies with students to improve communication, social skills, and academics. Assisted children with class work, counseling and given emotional support as needed. Reviewed School policy with parents, attended parents conference, facilitated students learning plan, Shadow students on 1:1 bases. Observed students inside and outside the classroom. Implemented students behavior modification plans. Manding, Tacking, Mix-Interverbal and token system to help aid and reduce problem behavior.

EDUCATION

SUNY CORTLAND 2007

COLLEGE CREDITS EARLYCHILDHOOD EDUCATION

SEPTEMBER 1999 MAY 2004

HIGH SCHOOL DIPLOMA ROOSEVELT HIGH SCHOOL YONKERS, NY

SKILLS

- Natural and Effortless
- Firm and Nurturing Tone is an excellent match for students with disabilities.
- Positive Attitude
- BLS Certified
- Registered Behavior Technician
- Masterful
- Leadership

Nadia Basir

Presented By EBS

I am currently employed in an ABA/CABAS program. I also work privately in a home based ABA program. I enjoy working with the autistic population and love to see the advances made as a result of ABA. Being the mother of a seventeen year old with autism has given me great insight, compassion and an understanding of autism that cannot be learned academically. It is my goal to put those elements to good use and help others with my knowledge and experience.

Authorized to work in the US for any employer

WORK EXPERIENCE

ABA Therapist

Attentive Behavior Care - Chestnut Rdg, NY - February 2016 to Present

Work in a home based ABA program with children on the autism spectrum. Administer programs established by the BCBA. Collect and log data. Give input as needed.

ABA Teaching Assistant

BOCES/CABAS Program - New City, NY - November 2015 to Present

Responsibilities

Assist in daily classroom routines

Run one on one ABA programs with students

Log and graph data

Oversee students in mainstream activities

Supervise students in mainstream settings such as lunchroom and playground

Accomplishments

I love working with this population and work to my fullest potential to help the students be the best they can be.

Skills Used

The skills I demonstrate at my job are multi-tasking, being detail oriented, being intuitive and observant.

EDUCATION

MA

New York Institute of Technology

Cathleen Meredith

Presented By EBS

Professional Experience***Registered Behavior Technician (RBT), A Piece of the Puzzle, West Hartford, CT (2017-present)***

Working in the home setting implementing individualized educational and behavioral programming in one to one instruction Teaching behavioral, social, and daily living skills with an emphasis on NET Effectively responding to and minimizing difficult or disruptive behaviors. Creating a fun, motivating experience to generate the highest level of individual performance often including parent in session Collecting, recording and graphing data on programming targets.

Applied Behavior Analysis (ABA) Tutor, Newington Public Schools, Newington, CT (2013-present)

Implementing individualized educational and behavioral programming in one to one instruction, using Applied Behavior Analysis, Discrete Trial Instruction, PECS and Proloquo. Teaching new academic, behavioral, social, and daily living skills. Effectively responding to and minimizing difficult or disruptive behaviors. Creating a fun, motivating experience to generate the highest level of individual performance. Collecting, recording and graphing data on programming targets. Registered Behavior Technician (RBT) Certified in Physical and Psychological Management Training (PMT)

Part time Associate, Ohanesian / Lecours, West Hartford, CT (2007-2012)

Portfolio administration. Establish and renew state insurance licenses, establish/maintain selling agreements with mutual fund companies. Review trades following compliance guidelines. Process client check/distribution requests from accounts. Coordinate reassignment of orphan accounts. Open new accounts following established compliance guidelines. Maintain client database. Special projects. Answer phone, greet clients, vendors.

Client Service Consultant, Anacomp, Inc., East Hartford, CT (2000-2002)

Major accounts. Ensure customer satisfaction while maximizing revenue opportunities by recommending modifications to services provided. Present product demonstrations. Manage contract implementation and renewal processes. Successfully integrate accounts into the production environment. Respond to customer inquiries regarding account services, research and resolve issues. Coordinate job modifications as needed. Develop, schedule and conduct training programs geared to end users. Assist Accounts Receivable in resolving trouble accounts. Monitor and enforce account service level agreements. Conduct customer surveys.

EDUCATION

University of Connecticut, Storrs, CT
BA in Political Science

Antoinette Kinard

Presented By FBS

Work Experience

Behavior Technician

Joel Barlow High School - Redding, CT
November 2015 to Present

As a behavior technician, my job includes implementing a positive behavior management system to increase student behavior and academic skills. This also includes collecting and tracking of data pertaining to the student, implementation of positive behavior plans and climate improvement.

Program Manager

Abilis - Greenwich, CT
February 2015 to July 2015

Responsibilities

My responsibilities include managing the staff as well as the financial aspects of the residents lives. Also daily banking, case work, quarterly reports, finances, IP reports, and attending medical appointments.

Accomplishments

I had a great impact on the success of the residents goals while at this job.

Skills Used

While working at this job I demonstrated managerial skills, book keeping skills, data analysis skills, and monetary skills.

Associate Counselor

Abilis - Greenwich, CT
May 2014 to February 2015

Responsibilities

My daily responsibilities include assisting the clients perform daily tasks. Also helping them to achieve goals. In addition, I record all information that takes place daily and assist clients on daily outings and/or activities.

Accomplishments

While working at this job I have helped each client to achieve certain goals so they are able to obtain new ones.

Skills Used

I demonstrate book keeping skills, and monetary skills.

Sales Associate

The Home Dépôt - Norwalk, CT
October 2011 to January 2015

As a sales associate I was responsible for driving sales, providing exceptional customer service and store presentation. I also served as a back up cashier.

Education

BA in Sociology

Central Connecticut State University - New Britain, CT
2010 to 2014

Masuk High School - Monroe, CT
2006 to 2010

Skills

Microsoft Works

Certifications/Licenses

CPR AED

May 2014 to May 2016

Currently certified to do CPR.

Medical Certification

February 2015 to February 2017

DDS certified to distribute medication to residents.

Melissa Jimenez

Presented By EBS

I am seeking employment with a company where I can grow professionally and personally. I want to excel in this field with hard work, perseverance and dedication. I am seeking a company where I can use my experience and education to help the company meet and surpass its goals. Authorized to work in the US for any employer.

WORK EXPERIENCE

Bilingual Instructional Aide
Norwalk Public Schools
Norwalk, CT October 2017 to Present

Babysitter/Nanny
Norwalk, CT August 2015 to Present

ABA Therapist
The Institute of Professional Practice
Norwalk, CT September 2015 to October 2017

Cashier/Barista
Cosi
Stamford, CT May 2012 to July 2012

Hostess
Outback Steakhouse
Wilton, CT October 2011 to February 2012

Sales Associate
Payless
Norwalk, CT May 2010 to July 2011

EDUCATION

Bachelor of General Studies in Psychology Eastern Connecticut State University
Willimantic, CT May 2015

SKILLS

Microsoft Office, Excel

ADDITIONAL SKILLS

- Highly ambitious; determined; hard-working; organized and detail oriented
- Exceptional communication skills (listening, speaking, reading, and writing)
- Proficient in Microsoft Office: Word, PowerPoint \
- Bilingual (English - Spanish)

References available upon request

Shana Pettway**Presented By EBS**

My most recent work experience includes being employed with ZABA Therapy as a Behavior Technician which has strengthened my excellent oral and written communication skills. My skills working with children and being sensitive to their specific needs continues to strengthen as well. With ZABA Therapy, I am able to work independently as well as a part of a team in a fast paced environment.

I am always eager to take on new challenges and learn new things. I am very passionate in helping children be the best they can be; in and out of school. I am able to be a team player, be dependable and reliable, and enjoy being around people of different backgrounds.

Education:

University of Connecticut, Storrs, Connecticut
December 2009
Concentration: Health Promotion

Bachelor of Science in Allied Health,

Work Experience:**Registered Behavior Technician- ZABA Therapy- Hamden, CT- May 2017- Present**

- Structure therapy sessions and follow the treatment plan development by the Board Certified Behavior Analyst (BCBA).
- Use a variety of applied behavioral procedures to teach communication, social skills, daily living, and play skills.
- Tailor interactions to fit the tone, volume, and appropriate language for the client's age and environment
- Implement behavior plans to reduce and eliminate targeted problem behaviors.
- Provide assistance to the family to ensure a high quality learning and living environment for the client.
- Collect data for all programming using automated data collection tools (i.e., Catalyst)

Behavior Therapist- Applied Behavioral Strategies - Woodbridge, CT - January 2015 to January 2017

- Provided Behavioral Programming which were implemented in-homes with families who struggle with children with behavioral struggles.
- Provided support to school settings
- Provided strategies for in-home support and behavioral plans.

- Provided therapy for intensive feeding program/potty training
- Provided ongoing training to staff in the areas of programming strategies, intervention techniques, data collection, and crisis intervention strategies.
- CPR/First Aid training
- CPI training

Autism Specialist- The Kennedy Center, Inc. - Trumbull, CT - October 2011 to February 2014

- Led and supervised staff to develop and implement Social Activity Groups for children with Autism
- Coordinated all Children's Services Department inquiries, resources, and referrals; respond and track within 48 hours
- Functioned as Case Manager for children in designated programs; developed individualized goals
- Conducted intakes for children in assigned Social Activity Groups, Camp Tepee, and other designated programs
- Provided behavioral interventions as needed in accordance with behavioral plan where applicable
- Oversaw contracted support services for Lakewood Trumbull YMCA summer camp program
- Provided one to one assistance for children with special needs to fully participate in after school, summer, community and/or home-based program components
- Crisis Prevention Intervention Training (C.P.I.)

ABA Therapist- Institute for Professional Practice - Woodbridge, CT - January 2010 to September 2011

- Followed behavioral/ rehabilitative systems
- Observed students naturalistically and report findings through anecdotal to supervisor
- Provided Discrete Trial Instruction (DTI) to individual student daily
- Collected data and maintained documentation for assigned student
- Accurately graphed data daily in provided computer programs or manually
- Worked cooperatively with classroom teachers regarding instruction, group activities, and reinforcement systems
- Communicated effectively with all agency and school personnel
- Physical/ Psychological Management Training (P.M.T)

Skills:

-Proficient in Microsoft Office

-Demonstrated observational skills; excellent data documenting skills; ability to interact tactfully and calmly with co-workers; data entry skills

-Excellent communication and interpersonal skills; self motivated and confident working independently or as part of a team; attention to detail and accuracy; ability to prioritize work and multitask; sensitive to issues of confidentiality (HIPAA trained); ability to work effectively with diverse groups of people; well organized and able to meet deadlines

-CPR/First Aid Certification

Maggie Holley

Presented By FBS

Work Experience

Registered Behavior Technician

Connecticut Behavioral Health - Cheshire, CT

Behavioral Therapist/ Behavior Tech

ABLE HEALTH CARE - New Britain, CT

Assisting with the autism spectrum, Giving parents the help and support they need to better their children's communication, behavior and life skills. Completing data and entering notes during each session and giving feed back to the higher ups. Trying out new techniques and bettering children's development all together.

Residential Service Instructor

CCARC - New Britain, CT

November 2016 to November 2017

Assisting mentally disabled behavioral individuals with day to day life. Bringing them out into the community, assisting them with food preparation and self showering. Cleaning the individuals household if not able to do so themselves. Preparing meals and finding solutions to dealing with the individuals behaviors. Most importantly providing great love and support to each and everyone of our individual clients. Also taking clients blood pressure, weight, blood glucose (over 900 finger sticks). Completing clients program and treatment books. I also passed medications to the individuals and took them to appointments. Help the individual learn things such as counting money, spelling, reading, working on the individuals social skills and behavior plans.

Teacher Assistant

New Britain High School - New Britain, CT

2014 to 2015

Help teacher in preschool/ kindergarten for 2 hours a day. Help with snack time, coloring, reading books, taking the kids outside to play etc. I'm a very hard working educated phlebotomist that loves to help people in any way. I love kids I have one of my own and I deal with them very well.

Call Center Specialist

Hartford, CT

September 2014

Sales Advisor

CDS - New Britain, CT

Sampling food in Costco Wholesale, selling products and Providing great customer service.

Administrative Assistant

LIBERTY HOME CARE - New Britain, CT

Filing documents clients and employee files. Assisting with background checks on potential candidates for open positions. Helping coworkers with their work after my hands are no longer tied. Answering phones and directing the call to the correct person/ individual. Lots of paper work and fast paste environment. working with Microsoft Word, Adobe etc. scheduling and managing/ distributing information within an office. photocopying, faxing, mail distribution

Education**Certification in Medical assistant/ phlebotomy**

Hartford Job Corps Academy - Hartford, CT
October 2015 to Present

Certification in Medication administration

DDS state of CT - New Britain, CT
July 2017 to July 2019

Medication administration certified

New Britain, CT
2016 to 2019

PMT trained/Certified

CCARC - New Britain, CT
2016 to 2019

Certification in CPR & First Aid

New Britain, CT
July 2017 to July 2018

High school diploma

New Britain High School - United States
September 2011 to June 2015

Registered Behavior Technician

2017

Skills

♦ Medical Terminology ♦ Safety Precaution ♦ Infection Control ♦ Vital Signs ♦ Infection control & protocol ♦ HIPAA/Confidentiality ♦ Assisting with Pes ♦ Range of Motion ♦ Patient Care ♦ Ethical Standards ♦ Documentation (Less than 1 year)

Certifications/Licenses**Phlebotomy Certification**

October 2017 to October 2019

I have 50 successful blood draws and over 900 finger sticks.

CPR & First Aid

July 2017 to July 2019

Trained to be able to retain an individual who may be in cardiac arrest or is no longer breathing.

Medication Administration

July 2017 to July 2019

Able to pass medications to individuals.

PMT trained

2016 to 2017

Trained to block and hold an individual with or without disabilities when the individual has harmed themselves or put others in harms way.

Autism trainee

January 2018

Learning about working with kids/ adults with autism.

ABI trainee

January 2018

Learning about and how to work with individuals with brain injuries.

Cassandra Altreche

Presented By EBS

Work Experience

Program Manager

The Kennedy Center - Trumbull, CT

February 2017 to Present

Trumbull, CT February 2017- Present

Community Experience Program Manager

- Implement and supervise a comprehensive vocational, educational, community experience satellite program for persons with challenging disabilities and behaviors and/or persons interested in non-work community involvement
- Case Manager to assigned caseload and other consumers as necessary. Includes but not limited to: providing physical and crisis interventions, individual and group counseling, teaching, and advocacy
- Supervise all staff assigned to the program site including aides, volunteers, students and/or DDS auxiliary staff
- Research, develop and implement individualized habilitative, vocational and volunteer options for consumers in program
- Coordinate inter-disciplinary team approach and supervise and implement person centered Plan of Service process
- Develop and implement individual program plans, transitional and behavior plans

Registered Behavior Technician (RBT)

Connecticut Behavior Consultants

October 2016 to January 2017

- Implement Applied Behavior Analysis (ABA) therapy to children with behavioral issues, autism and/or autism spectrum disorder (ASD)
- Provide instruction to clients in their homes and in the community
- Collect data and contribute to the creation and development of Behavior Support Plans (BSP)

Certification as Registered Behavior Technician

SD Associates

July 2015 to March 2016

RBT) through the Behavior Analyst Certification Board (BACB)

- Implemented Applied Behavior Analysis (ABA) therapy to children with disabilities, primarily autistic
- Provided instruction to students to develop social and educational skills
- One-on-one instruction and interaction with students in school, home, and community environments
- Strategies Utilizing Preventative Positioning and Optional Response Techniques (S.U.P.O.R.T.) trained

Education Related Experiences

Member Services Representative

Burlington, VT

August 2012 to July 2015

- Provided customer service and assistance to all patrons who are seeking information
- Served as the front line office personnel
- Collected payment for equipment purchases and outstanding balances
- Assisted walk-in and phone-in customers by providing accurate and timely information regarding memberships, programs, policies, building hours, and other Campus Recreation information
- Completed daily assigned special projects as needed
- Utilized activity and room schedules for the Athletic Complex and inform patrons of any information they may need to know
- Enforced building policies

Certification in CPR/AED

Education

Education

University of Vermont - Burlington, VT

September 2011 to May 2015

Jessica L. Young

Ability Summary:

Over ten years' experience working with diverse groups of clients. Excellent oral and written communication, and exceptional interpersonal skills. Creatively innovative, having developed and facilitated various events and programs for both the community and clientele. Strong and diverse leadership abilities. Extremely versatile and adaptable. Hard-working, goal-oriented, efficient problem-solving abilities, and established organizational abilities. Highly dependable and reliable. Excels in a fast-paced environment and works well in various settings.

Certifications:

- Certified Registered Behavior Technician
- Certified in Professional Crisis Management
- Certified in CPR and First Aid

Education:

Florida Institute of Technology

- Applied Behavior Analysis Certification Requirements completed in 2016
- Concentration for Certification as a Board Certified assistant Behavior Analyst (BCaBA)
- Seffner, FL

West Chester University

- Bachelor's Degree earned in 2013
- Majored in Liberal Arts and Sciences, with a concentration in Psychology
- West Chester, PA

Delaware County Community College

- Associate's Degree earned in 2010
- Majored in Liberal Arts and Sciences
- Jennersville, PA

Employment History:

Registered Behavior Technician

Trinity ABA, LLC (March 2017- August 2017)
Port Richy, FL

Behavior Analysis Consultants of Mid Florida (March 2017-June 2017)
Lakeland, FL

Impact Academy (August 2015-February 2017)
Seffner, FL

- Worked with students on a one-on-one basis both within the home and school environments.
- Implemented individualized behavior plans:
 - Behavior reduction and acquisition procedures
 - Other related programs (language acquisition, social skills, self-care, etc.)
- Recorded data and notes
- Manipulated the learning environment to make it conducive for the unique needs and abilities of each student
- Created a fun, reinforcing environment to engage and encourage students

Student Success Ambassador

Delaware County Community College (2009-2010)
Jennersville, PA

- Facilitated personalized peer mentoring for incoming freshmen students
- Conducted lively and engaging campus tours
- Delivered friendly front desk management and helped with various student services
- Extended knowledgeable human-resource assistance for both current students and prospective students
- Assisted as a well-rounded event staff member for various aspects, including overseeing timely planned programs, organization, flow, cleanliness and safety for staff and visitors.

Hostess and Waitress

Manny Hattins Restaurant and Pub (2006-2008)
Kennett Square, PA

- Provided world-class customer service, as both a waitress and as a hostess.
- Responsibilities included but were not limited to: greeting and seating guests, wait-staff responsibilities, ordering and serving beverages and food items, and working in a fast-paced environment
- Created and maintained a friendly and welcoming atmosphere
- Conducted basic food preparation, cleaning, and open/closing responsibilities

Honors and Awards:

- Inducted into the Phi Theta Kappa International Honor Society while attending Delaware County Community College.
- Honored induction into "Who's Who" Among Students in American Universities and Colleges.

Andrew Gebhart

Objective

A hard worker looking for a position in the behavioral health field where my strong communication skills, experience, and desire to work with all levels of the autism spectrum and disabilities can assist in the care for others.

Education

Ball State University, Muncie, Indiana

August 2019

-M.A. in Applied Behavior Analysis with an Emphasis in Autism

University of Delaware, Newark, DE

May 2017

-B.S. in Health Behavior Science with a Minor in Public Health

-GPA 3.2/4.0

Experience

Registered Behavior Technician/Direct Therapist,

Brandywine Center for Autism, Wilmington, DE

March 2016-Present

- Hold the credential of a Registered Behavior Technician
- Work with children on all levels of the Autism spectrum
- Follow daily programs set by a Board Certified Behavior Analyst
- Implement behavior change in children through 1:1 ABA therapy
- Record various types of behavioral data

Intern, Brandywine Center for Autism, Wilmington, DE

December 2016- April 2017

- Planned summer camp schedule and activities geared towards autism
- Kept track of progress of therapist's Relias coursework in excel
- Looked at potential therapist's resumes and scheduled interviews
- Recorded and graphed percentages of interval behavioral data for clients in excel
- Continued direct therapist hours while interning

Pool Manager, Valleybrook Swim Club, Wilmington, DE

Summer 2013-2015

- Supervised activities of nine pool staff
- Managed attendance and scheduling conflicts
- Computed fees due for members and handled money
- Updated Facebook page with announcements, etc.
- Performed and notated pool chemical levels every 2 hours
- Ensured that all pool equipment was stored safely and functioning properly
- Attended Board meetings to brief Board on staff and updates

Lifeguard, Valleybrook Swim Club, Wilmington, DE

Summer 2010-2015

- Supervised swimmers to ensure safety
- Spotted hazards and took measures to prevent accidents
- Controlled and reported unruly behavior
- Taught swimming techniques to children

Dog Daycare Counselor/Kennel, Limestone Veterinary Hospital, Hockessin, DE January-June 2014

- Recorded medicine given to dogs/cats in computer system
- Monitored and recorded charges due for food, medicine, and play time
- Administered medicine to dogs/cats

Skills

- Certified in CPR/AED and First Aid
- Extensive knowledge in Microsoft Office - Excel, PowerPoint, Outlook
- Extensive knowledge in graphing, running discrete trials, collecting behavioral data

Extra-Curricular Activities

- Club Cross Country and Track & Field, University of Delaware September 2013- May 2017
- Health Behavior Science Club, University of Delaware October 2015- May 2017

DANIELLE A. MURPHY

EDUCATION:**Lincoln University, PA****B.S. Psychology, Graduating May 2016**

- Maintained Honors/ Advanced courses in 2011-2012
- Top 10% of my class in high school

Current College GPA 3.0

EXPERIENCE:**East River Bank. (Philadelphia, PA)****October 2010 - March 2012***Branch Director's Assistant*

- Scanned bank checks on a daily basis for electronic filing purposes. It enabled electronic access to records of bank payments
- Filed documents into folders which kept records of financial agreements.
- Organized folders
- Shred old documents of pass events
- Checked for expired loans on different properties.

North Light Community Center (Philadelphia, PA)**June 2012 - August 2012***Counselor*

- Went on fields trips with children. These field trips educated them on nature and animals. It also gave them great social experiences.
- Explored different game activities.
- Prepared a healthy breakfast, snack and lunch for the children on a daily basis.
- Participated in learning activities with children. These activities taught them Basic English and math skills.

Ms. Murphy's Child Care (Philadelphia, PA)**June 2012 - October 2016***Daycare Assistant*

- Prepared snacks for the infants daily.
- Tending to and cleaning up after infants.
- Changed infant's diapers and played with them daily.
- Engaged in learning activities.

MCC Warwick Family Services**January 2017 - Current***TSS /RBT*

- Providing one on one services to children diagnosed with autism.
- Transferring positive and healthy social skills, motor skills, self care etc.
- Currently a Registered Behavior Technician
- Collecting and tracking data from each session with clients

ACTIVITIES:

- National Association of Black Accountants, NABA (August 2012 - Present)
- Member of Urban Sustainability Leadership Academy, USLA (October 2011 - August 2012)
- Member of the Roxborough High School National Honors Society (August 2011 - June 2012)
- Member of the Year Book Committee (August 2011 - June 2012)
- Member of the Roxborough High School Badminton (January 2010 - March 2011)
- High School Cheerleader (October 2009- May 2012)
- SYE (Sophomore Year Experience) Apprentice Program (2014)

Devence Powell

OBJECTIVE STATEMENT

I wish to obtain a full time position with EBS Healthcare corporation that utilizes my Registered Behavior Technician certification and five years work experience with the juvenile special needs population. I love my work and have a very firm and personable manner along with strong and appropriate communicative skills that allow me to positively connect with the special needs individuals and peers with whom I work.

EXPERIENCE

Brandywine Center for Autism, Wilmington, DE - Registered Behavior Technician

February 2015 - Present

- Provide Applied Behavior Analysis therapy to children that are on the Autism spectrum

The Philadelphia School District, Philadelphia, PA - Teacher's Assistant

April 2013 - February 2015

- Assisted the primary teacher in grades Kindergarten through 3rd grade.
- I was primarily responsible for overseeing the children with special needs and assuring the continued flow of the classroom by using varied techniques to avoid disruption or outburst by a student

EDUCATION

Behavior Analyst Certification Board - Certified Registered Behavior Technician

- Responsible for the direct implementation of particular behavior analysis services while working under the supervision of a Board Certified Behavior Analyst.

Deltech Community College, Newark, DE

August 2015 - Present

Past Part time Matriculation

Middletown High School, Middletown DE, - Highschool Diploma

August 2009 - June 2012

Hobbies and Interest

Very interested in volunteering at Autistic community events as a way of showing love and support to this dynamic field.

Love and passion for big cities and cultures.

Holli Davila, MS, RBT

EDUCATION:

Masters of Science in Psychology/Concentration in Applied Behavioral Analysis
Kaplan University – Graduated - June 2015 GPA=3.75

Bachelors of Science in Health Care Administration
University of Phoenix – Graduated - January 2011 GPA=3.58

WORK EXPERIENCE:

ABA Therapist July 2016 - Present

New Direction, LLC Various locations

- Work one on one with children diagnosed with Autism Spectrum Disorder
- Implement individualized behavior plan and programming in a in-home environment
- Provide ABA therapy including discrete trial learning, verbal behavior, social skills training
- Track progress by collecting data and graphing and complete weekly session notes
- Receives supervision from BCBA related to ABA Techniques

ABA Therapist/ RBT December 2015- Present

Epic Developmental Services Various locations

- Work one on one with children diagnosed with Autism Spectrum Disorder
- Implement individualized behavior plan and programming in a in-home environment
- Provide ABA therapy including discrete trial learning, verbal behavior, social skills training
- Track progress by collecting data and graphing and complete weekly session notes
- Receives supervision from BCBA related to ABA Techniques

ABA Therapist/ RBT July 2015-December 2015

Exceptional Kidz Rehabilitation Wrightstown, NJ

- Work one on one with children diagnosed with Autism Spectrum Disorder
- Implement individualized behavior plan and programming in a in-home environment
- Provide ABA therapy including discrete trial learning, verbal behavior, social skills training
- Track progress by collecting data and graphing and complete weekly session notes
- Receives supervision from BCBA related to ABA Techniques

Certified Clinical Hemodialysis Technician Jan 2015- Present

Fresenius Medical Care Manahawkin, NJ

- Assess patients pre and post treatment to ensure treatment safety
- Monitor vital signs during dialysis treatment and apply necessary interventions
- Initiate hemodialysis treatment
- Collect blood for necessary monthly and stat lab results
- Report problems to RN
- Assist physicians and administration with any added tasks and projects

Certified Clinical Hemodialysis Technician

May 2013- Jan 2015

Dialysis Clinic Inc.

Freehold, NJ

- Assess patients pre and post treatment to ensure treatment safety
- Lab Champion
- Access Manager
- Monitor vital signs during dialysis treatment and apply necessary interventions
- Expert Cannulator

Certified Clinical Hemodialysis Technician

Dec 2012- May 2013

Fresenius Medical Care

Toms River, NJ

- Assess patients pre and post treatment to ensure treatment safety
- Monitor vital signs during dialysis treatment and apply necessary interventions
- Initiate hemodialysis treatment
- Collect blood for necessary monthly and stat lab results
- Report problems to RN
- Assist physicians and administration with any added tasks and projects

Management Trainee / Lead Certified Hemodialysis Technician

June 2011- Feb 2012

DaVita Inc.

Eatontown, NJ

- Team Leader to Certified Clinical Hemodialysis Technicians (CCHT)
- Access Manager
- Lab Champion
- Educate CCHT's on policies and procedures
- Review and discuss reports for quality assurance
- Perform all staff and patient scheduling

Certified Clinical Hemodialysis Technician

Jan 1997 – May 2012

Mountainside Hospital

Montclair, NJ

- Preceptor for new hire Patient Care Technicians
- Assess patients pre and post treatment to ensure treatment safety
- IV cannulation
- Initiate hemodialysis treatment

VOLUNTEER:

ABA Therapist

July 2014 – Sept. 2014

Advanced Learning Center

Brielle, NJ

- Work one on one with children diagnosed with Autism Spectrum Disorder
- Implement individualized behavior plan and programming.
- Provide ABA therapy; discrete trial learning, verbal behavior and social skill training
- Track progress by collecting data and graphing

SPECIAL SKILLS: Certified Registered Behavior Technician, Adult, child and infant CPR, First Aid,

MEMBERSHIPS: Lifetime membership in PSI CHI International Honor Society in Psychology

Allegra Brown.

My passion is to help beat the odds and do the unthinkable with people who were told they couldn't.

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WORK EXPERIENCE

ABA Therapist/RBT/1:1

The Learning Well LLC - Pemberton, NJ -

January 2015 to Present

- Assist with appointments - Medical and health, physic, hairdressers etc.
- Assist with groups, clubs and visiting friends.
- Assist with relief / respite time / sitting service.
- Assist with accessing the community, shopping etc
- Assist with daily life activities in and out of the home.
- Assist with communication support, introducing language systems.
- Behavior Management Support.
- Assist with leisure and recreational activities - parks, swimming, walks, play support.

ABA Therapist /RBT/1:1

Autism Spectrum Mandate Services - Medford, NJ -

March 2016 to August 2017

- Plan and execute ABA therapy programs in accordance to assessed needs
- Implement behavior management techniques in conjunction with plan
- Reinforce all concepts taught and ensure that patients understand the need for plan execution
- Provide families with support, guidance and education
- Collect and analyze pertinent data for each patient
- Create and implement activities and encourage patients' participation in the same

Direct Support Professional

Rescare New Jersey - Marlton, NJ -

March 2013 to February 2017

Direct Care Professional

- Direct support with consumers helping build daily living skills and functions.
- Provide empathy and assistance with daily living.
- Help consumers become as independent as possible.
- Assist with doctors' visits, medication, and dietary needs and restrictions.
- Supporting consumers with every day activity.
- Give out medications as needed.

Teacher Assistant

Burlington-Riverfront YMCA - Burlington, NJ -

January 2012 to March 2013

- Assists the teacher in planning and maintaining a safe, clean, learning environment and in assuring the wellbeing and safety of the children in his/her care.
- Maintaining a positive, calm attitude and a soft voice, and encourage this attitude and voice in in and our of the classroom.
- Others working in the classroom, and exhibits a genuine nurturing, caring attitude to all children.
- Child's strengths and areas in which each child may need help.

EDUCATION

Behavioral Psychology seeking to become BCBA and ASL

Rowan County College at Burlington county

January 2009 to Present

SKILLS

Intermediate in asl

CERTIFICATIONS/LICENSES

RBT

Registered Behavior technician certification.

ADDITIONAL INFORMATION

CPR and first aid certified

Rbt certified

CPI certified

Medication certified

Ddd certified

Colleen M. Hughes

Presented By EBS

EDUCATION

Drexel University, Philadelphia, PA
Master of Science in Applied Behavior Analysis

September 2016 - March 2018

James Madison University, Harrisonburg, VA
Bachelor of Science, Communication Sciences and Disorders
Minor: Non-Teaching Exceptional Education
Major GPA: 3.317; Minor GPA: 3.950; Cumulative GPA: 3.317

August 2011 - May 2015

Academic Honors

Honors Society, Drexel University, Summer Term 2017 - Current
Dean's List, James Madison University, Fall Academic Semester & Spring Academic Semester 2015

Certifications

Registered Behavior Technician
Substitute Teacher - State of New Jersey, certification in Burlington County

WORK EXPERIENCE

Amazing Transformations, LLC, Stratford, NJ

December 2016 - Present

Registered Behavior Technician/ABA therapist

- Train staff to implement new behavioral programs to students in the Autism Transition room at Shawnee HS.
- Work in one-to-one home setting with children providing ABA services based off of a behavior plan.
- Customize treatment plans and interventions to tailor child's specific behaviors.
- Transfer daily data sheets into an electronic excel system while choosing data collection system.

A. J. Drexel Autism Institute, Philadelphia, PA

October 2016 - June 2017

Student Employee

- Facilitate and lead play conditions in a functional analysis for a multitude of clients.
- Receive and engage with children and families in the Clinic Welcome Area on evaluation days.

B. Bernice Young Elementary School, Burlington Township, NJ

October 2015 - June 2016

Special Education Paraprofessional, One-on-one Aide

- Help students with behavioral disabilities and physical care; feeding, toileting and hygiene.
- Support lead teacher in preparing instructional materials and classroom displays.
- Work with students to increase their academic skills by conducting discrete trial training.

International Sports Center, Mt. Laurel, NJ

June 2014 - Present

Assistant Director/Camp Counselor

- Serve as a mentor during the summer, and school closings, for young children ages 3-14 years old.
- Facilitate a positive experience for campers and staff by maintaining a positive outlook and attitude.
- Supervise and ensure the safety of all campers and staff, while working as a team with other counselors.

James Madison University Office of Admissions, Harrisonburg, VA

August 2013 - May 2015

International Student Assistant

- Administered the international email account, while assisting other head director's complete tasks.
- Handled confidential portions of prospective student applications.
- Demonstrated quality customer service to students, families, and other employees.

RELATED EXPERIENCE

Autism Airport Simulation

Volunteer

- Provided 1:1 support to a young child with Autism as they experienced the airport process from beginning to end. Assisted with handling the airport stresses.

SCORE research program with the 76ers, KIPP Lanning Square Middle School, Camden, NJ

- Coach** **November 2016 - Present**
- Implement and facilitate a behavioral health curriculum to middle school aged children weekly.
 - Lead lessons that are greatly influenced by the principles of applied behavior analysis.
- Speech & Language Center Student Assistant, Harrisonburg, VA** **September 2014 - December 2014**
- Student Clinician**
- Assisted graduate speech-language clinicians carry out lesson plans and activities during therapy sessions.
 - Observed and developed knowledge about speech-language pathology.
 - Collaborated with other practicing clinicians in group sessions.
- Beverly Elementary School, Beverly, NJ** **June 2013 - August 2013**
- Teacher Assistant**
- Provided assistance to Leigh-Ann Esaia, Speech Pathologists.
 - Observed and lead multiple lessons, as well as provided in-session support daily.
 - Developed and structured activities to target all levels and learning styles.
 - Sat in on an IEP meeting, and witnessed the various aspects that take place.
- Pleasant Valley Elementary School, Harrisonburg, VA** **January 2013 - May 2013**
- Teacher Assistant**
- Provided assistance to Dee Stutzman, Speech-Language Pathologist.
 - Observed therapy sessions and initial evaluations at various academic levels.
 - Witnessed and participated in the incorporation of communication technology into the classroom.

VOLUNTEER EXPERIENCE

- Student Association for Applied Behavioral Analysis, Drexel University, Philadelphia, PA**
- Active Member** **October 2016 - Present**
- Network with other students in the field of Applied Behavior Analysis within the surrounding community.
- Alpha Phi Omega (Co-ed Service Fraternity): Chi Gamma Chapter, Harrisonburg, VA**
- Active Member** **September 2012 - May 2015**
- Participated in weekly service projects while completing over 40 volunteer hours each semester.
 - Provided assistance and service to the Harrisonburg community.
- Vice President of Fellowship** **January 2013 - December 2013**
- Coordinated activities for members which encouraged and promoted brotherhood.
 - Maintained a record of individual brother's completion of the required events.
 - Collaborated with fellow executive members to establish unity and enhance the quality of the chapter.
- Audit Committee Board Member** **August 2014 - December 2014**
- Monitored choices made of accounting policies and principles of Alpha Phi Omega.
 - Oversaw the financial reports kept by the Treasurer of the brotherhood.
- James Madison University Orientation Program, Harrisonburg, VA** **June 2012 - August 2012**
- First Year Orientation Guide**
- Provided assistance to 25 first year students during their move-in, transition and Orientation events.
 - Directed and motivated first year students to participate in events throughout the week.
 - Served as a role model and mentor to students throughout their academic, personal and social transitions into the university lifestyle.

SKILLS AND EXTRACURRICULAR INTERESTS

- Beginning level Sign language
- Beginning level Italian
- CPR certified

**Sharde Grannell
Presented By EBS**

EBS 42

Professional Profile

- ❖ Seeking full-time employment that provides professional service and perform administrative activities.
- ❖ 2+ years of maintaining customer satisfaction and contributing to the demands of company success.

Education:

The Pennsylvania State University, Brandywine Campus
Bachelor of Science in Human Development and Family Studies

May 2017

Experience:

Registered Behavior Tech, Behavior Analysis & Therapy Partners, Philadelphia, Pa Dec.2017-Present

- Implement programs created by the Board Certified Behavior Analyst
- Provide behavioral health therapy to children
- Takes and enters data in database for behaviors

Registered Behavior Tech, Aba2day Behavior Service, Media, Pa Dec.2016-Dec.2017

- Implemented programs created by the Board Certified Behavior Analyst
- Provided educational and behavioral health therapy to children
- Led small educational and play groups

Designated Care Manager, Sunrise Senior Living, Media, PA Nov. 2014-May 2017

- Provide residents with assistance in activities of daily life
- Help residents maintain independence
- Respond to any questions and concerns about service.

Camp Counselor, ESF Summer Camp, Haverford, PA Summer 2014

- Completed assigned paperwork
- Participated in campers activities and projects
- Provided group supervision of campers with emphasis on safety, behavior management, and personal development

Volunteer, Park Lane at Bellingham, West Chester, PA Summer 2014

- Provided assistance to the Registered Nurses
- Performed duties as assigned
- Delivered messages to other staff members

Orientation Leader, Pennsylvania State University, Schuylkill Haven, PA Summer 2013

- Gave general assistance with first year students
- Answered questions from students about the university
- Held small group discussions on different topics
- Encouraged students to make connections with other students

Certifications

- CPR certified through American Heart Association April 2016
- RBT certified through Behavior Analyst Certification Board March 2017

BROOKE L. GUNDRUM

Presented By EBS

OBJECTIVE

To obtain a Center Based ABA Therapist position with EBS Healthcare to provide developmental assessments and therapy to children diagnosed with Autism Spectrum Disorder.

EDUCATION

THE PENNSYLVANIA STATE UNIVERSITY – University Park, PA Graduation Date: May 2018

Bachelor of Science, Psychology

Concentration: Neuroscience

Minor: Business in the Liberal Arts

GPA: 3.42/4.0

MAASTRICHT UNIVERSITY – Maastricht, Netherlands

January 2017 – June 2017

Psychology and Neuroscience in Europe Program

Exchange Student

EXPERIENCE

Sept 2018 – Oct 2018 Clinical Assistant, *Neurobehavioral Unit, Kennedy Krieger Institute*

- Provided direct care to patients admitted to the NBU
- Used an Applied Behavior Analytic model for the assessment and treatment of problem behavior
- Implemented patient-specific behavioral and educational protocols
- Collected and reported data on operationally defined problem behaviors
- Assisted in the assessment of adaptive, leisure and self-help skills, potential reinforcers and problem behaviors
- Reinforced safety procedures and approved physical management procedures for severe aggressive problem behaviors

Sept 2016 – Oct 2016 Research Assistant, *Emotional Development Lab, Pennsylvania State University*

- Collected data on the topic of toddler temperament in a social-emotional developmental context.
- Coded and entered data using software programs such as SPSS and Qualtrics.

May 2016 – Sept 2018 Preschool Montessori Assistant Group Supervisor, *Kennett Area YMCA*

- Planned, implemented, assessed and evaluated the daily operations of the classroom.
- Offered activities that met the emotional, social, physical, and cognitive development of each individual child.
- Instructed appropriate guidance and consequences to children, focused on reinforcement strategies.
- Supervised the indoor and outdoor areas to ensure the environment was safe, clean and orderly.

ACTIVITIES/HONORS

Dean's List, 3 semesters

CPR Certified

Member, Psi Chi – The International Honor Society in Psychology

Alumnae, Sigma Kappa Sorority

Volunteer, Vacation Bible School Leader, 2010-2015

JENNIFER EYNON

Special Education Teacher's Aide

PROFILE

I am the mother of 3 active boys. I became interested in the field of Applied Behavioral Analysis when my son Tom, now 14, was diagnosed with Autism at age 3. Tom received 40 hours a week of ABA for many years. My husband and I changed careers and tried to learn all we could about ABA. We immersed ourselves in every book, I took every parent training and opportunity to learn and assist Tom with his program. Tom is now in a neuro-typical class, achieving excellent grades and functioning perfectly well with peers. My second son Luke was diagnosed with Type One Diabetes at age six but has maintained fantastic health. Our youngest son Jack is now 7, also autistic, non-verbal but working towards many goals in his current ABA program. Now that Jack is older, I see myself starting a career as an RBT. I've always found the field fascinating and would love to apply what I've learned to other children in need.

EDUCATION

Institute for Behavioral Training
40-hour online training course,
passed online certification of course completion
Registered Behavior Technician (RBT)

Cardinal Dougherty High School
Graduated 1995

WORK EXPERIENCE

Benchmark Family Services, 315-786-7285,
Kendzie Niederriter, head teacher, 8-1-1
1635 Ohio Street, Watertown, NY 13601
Special Education teacher's aide (8-1-1)
Children ages 3-6

2016-2018

My responsibilities included insuring the safety and care for intellectually or physically disabled children. I also implemented behavior goals set by our teacher and supervisor. I worked with many of the ABA programs that were in place for the student's and took data during their school day when relevant to their program. I also acted as a one to one aide when needed. Some of our students had excessive problem behaviors which necessitated individualized support as they were a risk to themselves or others.

Reaching Milestones, 912-756-0656
Heather Hallum, Team Lead Autistic Support
3766 US 17 Suite 30, Richmond Hill, GA. 31324
Children ages 3-21

2013-2015

Reaching Milestones is an ABA service provider in Georgia. My youngest son attending their clinic in the years were lived in that state. I did volunteer work during group activities and events. I also tracked data for my son's ABA program when no RBT was available.

Hospice of Georgia, 912-547-2110
Fred and Shirley Rose
7130 Hodgson Memorial Drive
Suite 201 Savannah GA 31406
2012-2013

I worked as a home health care aide providing physical and emotional support. Administered medication, facilitated hygiene needs, prepared meals and physical activities.

CONTACT INFORMATION

Jaime Demers
Presented By EBS

BA, Psychology

West Chester University

2017

EMPLOYMENT HISTORY

Registered Behavior Technician, Behavior Interventions Inc. King of Prussia, PA June 2017

Registered Behavior Technician, ABA2DAY, Newtown Square/Media, PA May 2017- Present

- Worked closely under BCBA's to provide ABA therapy to youth diagnosed with Autism Spectrum Disorder
- Provided support and therapy in schools, homes, and in the ABA2DAY center

Manager, Mango's Frozen Yogurt, Media, PA

May 2012 - August 2016

- Trained new employees on company policies to support business growth and maintain operational excellence
- Safeguarded and managed cash in drawers to ensure accuracy
- Resolved various customer service issues leading to improved customer satisfaction

EXTRACURRICULAR

Alpha Sigma Alpha, West Chester University

- Worked with other members to contribute to the university and philanthropies
- Philanthropies: Special Olympics, Girls on the Run, Camp Dreamcatcher

Vacation Bible School Counselor, Morton Presbyterian Church, Holmes, PA

- Educated aspiring youth on religion and a positive outlook on life

Statement of Qualifications and Work Plan

Qualifications:

EBS is committed to providing the most qualified and professional personnel to carry out the services needed by Waterbury Public Schools. We ensure EBS employees have extensive experience working with children, excellent communication skills and the ability to work independently as well as part of a team. We provide initial onboarding training as well as ongoing trainings for all areas of professional development. Please see below for the specific qualifications for the positions requested:

1. RBT position requirements are 18 years of age, possess a minimum of a high school diploma or national equivalent, complete 40 hours of training, complete a criminal background check, pass the RBT Competency Assessment, and pass the RBT exam. In addition, the RBT will have extensive behavior working with behavioral management procedures. The RBT will have experience working with severe behavioral concerns including but not limited to, aggression, self-injurious behaviors, elopement, spitting, biting, and verbal aggression. The RBT must possess the ability to remain calm in crisis situations and will be certified in Crisis Prevention Interventions (CPI). The RBT will have ABA training and experience running behavior plans with differential reinforcement of other and alternative behavior (DRO/DRA) procedures. The RBT will also be providing direct therapy to the child with some involvement in parent training.
2. EBS has provided RBTs to school districts across the country. EBS has RBTs currently in Emotional Support Classrooms, Autistic Support Classrooms and General Education Classrooms in need of behavioral assistance. EBS currently has RBTs that are working directly with individuals and RBTs providing complete classroom support.
3. All school wide policies will be respected and followed as well as all State and Federal requirements and guidelines for students with special needs. IDEA
4. All RBTs have current certifications through the Behavior Analyst Certification Board (BACB) and have met all of the training and qualifications to renew their certificates when needed. RBTs are in compliance with their 5% supervised hours under a Board Certified Behavior Analyst, all criminal and federal background checks and child abuse clearances are up to date. All RBTs are in good standing with the BACB and copies of certificates are available as well as access from the National RBT database on the BACB website.
- 5,6, This position requires a Registered Behavior Technician (RBT) that has completed the 40 hour training covering topics including Measurement, Assessment, Skill Acquisition, Behavior Reduction, Documentation and Reporting and Professional Conduct and Scope of Practice. The RBT must have specific training in ethics and professional conduct. The RBT must have had completed a competency exam on the listed areas of performance as well as a passing score on the RBT exam. The RBT must have experience working in a school setting and running evidence based interventions with individuals in a classroom setting. The RBT is certified through the Behavior Analyst Certification Board and is directly supervised by a BCaBA or BCBA.



7. This position must have experience providing instruction to students in a 1:1 setting, work with behavioral modification procedures and the ability to work collaboratively in a classroom setting. The RBT will understand ABA principles, the prompting hierarchy, and task analysis procedures. The RBT must have experience following positive behavior support plans and collecting data needed for each specific plan. All RBTs must possess the qualities of compassion, patience and professionalism and have experience working with individuals with varying disabilities and functioning levels.
8. All RBTs will be trained in first aid, CPR and with the use of an AED. Safe crisis management training will be provided for RBTs upon request.
9. All RBTs will have the following:
 - Criminal Background Checks
 - Department of Children and Families Registry Checks
 - Federal and State Fingerprinting
 - Drug Screening completion
10. EBS will ensure the RBTs are timely with their documentation, completion of reports, data or other documentation requested by Waterbury staff. The supervision of the RBTs will include fidelity checks, inter-observer agreement checks to ensure reliable and accurate data is being collected across all classrooms and students.
11. EBS will invoice the city monthly and provide backup documentation with the invoice.



Scope of Services

1. EBS will provide up to 20 RBTs that are qualified and sufficient in providing behavioral services to students age 3-21, for the full school year across the year and summer if needed. RBTs will be highly trained in all areas of Applied Behavior Analysis and possess the ability to work with students with varying diagnosis, ages and academic levels. In addition, the RBTs will have extensive training in working with behavioral management procedures. The RBT will have experience working with behavioral concerns including but not limited to, aggression, self-injurious behaviors, elopement, spitting, biting, and verbal aggression. The RBT must possess the ability to remain calm in crisis situations and have the ability to follow a crisis plan if needed. The RBT will have ABA training and experience running behavior plans with differential reinforcement of other behavior and alternative behavior (DRO/DRA) procedures. The RBT will have training in the following areas:
 - Positive and Negative Reinforcement
 - Prompts and prompt fading
 - Using modeling and imitation training
 - Using Shaping and Chaining
 - Following Task Analyses
 - Using appropriate schedules of reinforcement
 - Use of extinctions
 - Use of differential reinforcement
 - Use of interventions based on manipulation of antecedents
 - Use of self-management strategies
 - Use of token economies and other conditioned reinforcement systems
 - Use of functional communication training
 - Use of data collection procedures including frequency, duration, interval and ABC data collection
 - Understanding basic functions of behavior
2. All behavior and related services will be provided by BACB certified and qualified RBTs. All RBTs will be certified before starting an assignment with Waterbury Public Schools. EBS has the ability to fill all of the RBT needs of the district, and will adapt to the changing needs. All EBS RBTs will undergo DCF mandated report training, obtain satisfactory criminal background checks, drug tests and DCF registry checks as required under state and federal law. All required documentation will be provided to Waterbury Public Schools upon request.
3. All EBS RBTs will work under the supervision of EBS BCBAs in Waterbury Public Schools. In addition to our on-site BCBAs, EBS will also have supervisors available who will be assigned to the City and who will respond to any issues or concerns of the City. EBS RBTs will assist in implementing the students IEP and behavior plans. They will follow the instructions of Waterbury staff or EBS BCBAs, compile data and information as directed and provide other related services at the District's request.



4. The EBS RBT may work with one or more students based upon the students' IEP. EBS RBTs will work with students primarily located in Waterbury schools, unless otherwise requested.
5. RBTs will be available each day needed in the school year up to 181 days and additionally up to 20 days in the summer.
6. EBS BCBAs will supervise its RBTs and monitor services provided and time billed by each and insure adherence to the terms of the contract. EBS RBTs will maintain records as required by the City and act in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.
7. Every EBS RBT will provide Waterbury with 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. EBS will submit prompt bills for services rendered no later than 30 days after the services were provided. Invoices will include any supporting documentation requested by the district. EBS supervisors and BCBAs will monitor the hours of service to insure compliance with the terms and amount of the contract. Each invoice submitted to the district will note the hours used and remaining under the contract.
9. 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 on a moment's notice. In addition, our state and regional managers will all be Connecticut licensed providers 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. The EBS Special Education Coordinator will be in regular contact with representatives from Waterbury and will keep the district apprised of any gaps in service, and how any missed services will be completed.

10. – Additional Scope Of Service

EBS RBTs will be open to any duties the classroom feels appropriate to facilitate academic achievement for the student the RBT is working with as well as the other students in the classroom. RBTs will take direction from the classroom teachers and school administrative staff and accept feedback in a positive and professional manner.

RBTs responsibilities will include working with one or more students in areas identified in their individualized education plan as well as All RBTs will have effective communication skills and can work collaboratively in working towards the student's goals. RBTs will have highly sufficient skills in collecting data and documentation procedures. RBTs will work collaboratively with the BCBA and School Psychologists to help collect data to guide academic and behavioral goals needed for a student's Individualized Education Plan. The RBT will assist in communication of how plans and interventions are working according to the data collected.



- EBS will provide RBTs who are flexible in working with one student or many to achieve each student's individual goals as listed in their IEP or individualized intervention plans. RBTs also are skilled in
- facilitating positive social interactions between students and can assist with social skills groups upon request.



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**PERSONNEL QUALIFICATIONS**

EBS national and regional directors are among the top professionals in their fields. EBS maintains an extensive clinical support team consisting of former superintendents, Board Certified Behavior Analysts, school psychologists, special education teachers, private therapeutic day school administrators, certified school principals, Certified Structured Teaching Model Practitioners, and university professors that effectively become an extension of your team. **All of these EBS team members will be available to Waterbury Public Schools for on-site meetings and trainings at any time.**

Mrs. Karen Bilbao, EBS Director of Special Education and National Director

After forty years in public education, Karen Bilbao, M.A. has multiple teaching certifications and has experience in the implementation and oversight of all aspects of special education service delivery. She has served as a speech and language specialist, special education teacher, learning disabilities teacher-consultant on a child study team and director of special services. She has direct experience in reducing referral rates and in successfully including students with all types of disabilities into general education settings. When she became a Superintendent of Schools in 2006, she had an opportunity to take her specialization to the next level. She was able to preserve and improve quality while decreasing the amount of special education services, allowing her and her administrative team to utilize the released funding to benefit all children, for example, by implementing district-wide full day kindergarten at no increased cost to the community. During her tenure as Superintendent, Mrs. Bilbao was recognized as a leader in the field of special education. She has presented at several workshops, such as a workshop at the Superintendent's Study Council on "Improving Quality while Containing Costs in Special Education".

Currently working as a Director of Special Education for EBS, Mrs. Bilbao provides consultation and professional development for administrators and staff members in school districts that use EBS services. She has been presenting workshops that focus on the successful inclusion of students with disabilities in general education settings, particularly on the topics of: in-class service delivery; co-teaching; and positive behavioral supports.

Dr. Lynda Mills, Director of Special Education

EBS offers a doctoral-level of leadership for this project. Dr. Lynda Mills, a Director of Special Education for EBS Schools, has 24 years of experience in the field of special education. She has taught in a variety of special education classroom settings and served as an early childhood special education coordinator; a district-wide special education liaison; a special education support specialist; a director of special education and as a regional director of operations for a therapeutic day school provider. Lynda has designed certification courses at the university level and has been an adjunct faculty member for eight years. Lynda has extensive experience in coaching and mentoring staff in the field of special education and enjoys partnering with districts to maximize staff and student success.



Lynda has a bachelor's degree in special education from Arizona State University, a Master's Degree in Elementary Education from Northern Arizona University and a Doctorate in Educational Leadership from Argosy University/Phoenix. Lynda holds Certification in the following areas:

- Principal
- Early Childhood Special Education
- Early Childhood Education
- Special Education LD
- Special Education ED
- Structured English Immersion
- Special Education Generalist
- Early Childhood Special Education

Chelsie Collier, M.A., BCBA is a Behavior Analyst and certified supervisor by the BACB. Chelsie has operational, clinical and supervisory experience in schools, residential programs, clinics and home settings. Chelsie has experience working with students with severe behavioral needs and strives to effectively reduce challenging behaviors to help keep children in the least restrictive environment possible. She enjoys incorporating positive behavioral supports training whenever possible to educators and families to improve the quality of a child's life. Chelsie has expertise in the placement of Behavior Supports and BCBA's in appropriate classroom settings across multiple districts. She has supervised Registered Behavior Technicians, ABA Supports and BCBA's working in schools and clinics across Connecticut, New Jersey and New York. Chelsie is also a National Certified Counselor (NCC) which helps her to look at the full picture of a child including emotional or physical trauma, socioeconomic factors, or coexisting diagnoses that could be affecting a child's learning potential.

Chelsie worked to open the first ABA clinic in the State of Delaware. During her time as the Director of Clinical Services, the clinic was able to expand to become the largest ABA provider across the State and becoming a support for local districts in a school/clinic collaboration model. She has presented at schools, parent workshops, alumni panels and hopes to continue to spread the knowledge of behavioral reduction techniques, skill acquisition, positive behavior supports and ABA programming to all partnering school districts.

Kara Carwell, Director of Program Development

Kara is a licensed school psychologist and certified principal who is passionate about structuring public education in order to better serve students who are unable to find success in the "typical" classroom setting. As a clinical director, Kara focused on the development of programming for a national not-for-profit organization specializing in providing services across the country to students who were not successful in the public setting due to severe emotional, behavioral and life skills needs. Recognizing the need for more effective, evidence-based practices to meet students' academic, communication, and social emotional needs, Kara's programming systematically increased academic outcomes while decreasing behaviors for students who were at their last step before being admitted to residential treatment or into the judicial system. Her mission for more effective programming included professional development, recruitment and retention of passionate staff, accountability and structured support, integrated clinical and transition services, as well as growing family and community partnerships. In



addition to her expertise as a school psychologist and administrator, Kara is also a Certified TEACCH Practitioner through the University of North Carolina and is highly qualified to support implementation of the Structured Teaching Model for functional based classrooms district wide.

Kara thrives on collaborative problem-solving and customizing innovative systems level solutions to ensure a rich and nourishing education regardless of students' socioeconomic background, race, ethnicity, or gender. While living in Chicago, Kara co-led a research team partnering with Chicago Public Schools addressing social justice issues in urban education. Kara had the opportunity to present this research at the National Association for School Psychologists annual conference as well as the Illinois School Psychologist Association.

Jacob Carwell, Director of Operations: Special Education

Jake Carwell, M.Ed. is an EBS administrator, who has a diverse background working in the field of special education. His area of focus, as well as his passion, is in working with students who are not successful in a typical classroom setting due to significant behaviors. Jake's experience includes creating systems for students reintegrating out of private placements, strategic planning to reduce private placements, capacity building in district, mentoring and coaching staff, initiating community outreaches, teaching in the classroom setting, teaching in the crisis intervention room setting as well as providing clinical support to students with behaviors that keep them from the traditional classroom. As a principal, Jake was passionate about collaborating to create a structured, evidence-based system that will help students reintegrate to a less restrictive environment.



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.

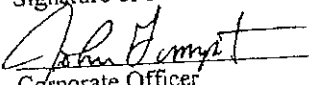
The undersigned acknowledges receipt of addenda numbered: (insert date)

1 April 2, 2019 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.

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 Ed. Coordinator
 (Title)
 Business Address: 200 Skiles Blvd., West Chester, PA. 19382
 (City, State, Zip Code)
 Phone: 800-578-7906

Date: 3/3/19

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:

EBS Healthcare (Educational Based Services)
200 Stiles Blvd.
West Chester, PA. 19382

Print Name and Title of Authorized Representative:

John Gumpert

Signature of Authorized Representative:

John Gumpert

Date: 3/4/19

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

_____, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or
of EBS Healthcare (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 & CEO	11/15/1961	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

**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

Witness

John Gumpert

Name of Corporate Signatory

200 Skiles Blvd., West Chester, PA. 19382

Address of Business

EBS Healthcare, Inc.
Educational Based Services

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 5th day of April 2019.

My Commission Expires: 9/3/19 Stephanie Mills
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
STEPHANIE MILLS, NOTARY PUBLIC
CITY OF WEST CHESTER, CHESTER COUNTY
MY COMMISSION EXPIRES SEPTEMBER 3, 2019

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
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)

July 1, 2018 - June 20, 2019
(Term of Contract)

Board Certified Behavior Analysts (BCBA)
(Service or Commodity Covered by Contract)

July 1, 2019 - June 30, 2020
(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

[Redacted]
(Service or Commodity Covered by Purchase Order)

[Redacted]
(Date of Purchase Order)

[Redacted]
(Service or Commodity Covered by Purchase Order)

[Redacted]
(Date of Purchase Order)

[Redacted]
(Service or Commodity Covered by Purchase Order)

[Redacted]
(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 ☐

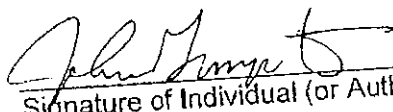
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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.

EBS Healthcare, Inc (Educational Based Services)
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

3/4/19
Date

John Gumpert
Print or Type Name and Title (if applicable)

DELIVERED

By Mail



Hand-Delivered



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 RBT 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 RBTs 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. There will be no additional charges for supervision or any other services required for the completion of this contract.

2019-2020

Registered Behavior Technician	\$37.85 per hour
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2020-2021

Registered Behavior Technician	\$37.85 per hour
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2021-2022

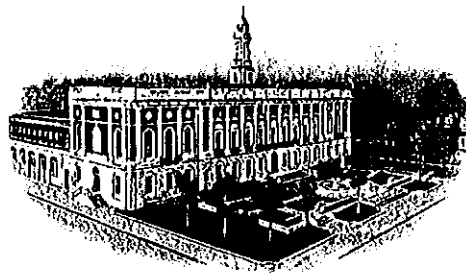
Registered Behavior Technician	\$37.85 per hour
---------------------------------------	-------------------------

PLEASE SUBMIT IN SEPARATE SEALED ENVELOPE LABELED: CONFIDENTIAL: COST PROPOSAL



WE CARE MORE. WE DO MORE.

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

January 30, 2019

Bid #: 6293

Project Title: Board Certified Behavior Analyst Services

The following questions have been submitted about this project.

1. Question: What is the typical caseload for therapists?

Answer: There is no typical caseload. The BCBA will supervise the students and staff within the schools assigned.

2. Question: How many schools are typically on a therapist's caseload?

Answer: We have one pre-K autism program, 20 elementary schools, three middle schools; three high schools, one magnet school (middle and high) one alternative school (middle and high) and one special education school (all grades). Please see the RFP, scope of services, for the description of the services needed for the different grades.

3. Question: How many working days for therapists each school year?

Answer: Working days are the school days (currently 181) and up to 20 days in the summer.

4. Question: On what date do you anticipate making this award and notifying vendors of the award status?

Answer: Soon after the department interviews the proposers.

5. Question: Who are the current vendors for BCBA services?

Answer: Easter Seal Rehabilitation Center of Greater Waterbury, Inc. and Robert Davis dba Summit Support Services. Constellation School based Therapy LLC provides BCBA supervision for the Registered Behavior Therapists it provides to the District.

Answer: If the District is in need of supplies and assessment equipment, the District purchases them.

16. Question: What are the district's payment terms?

Answer: The District pays bills after their review and approval by the Department Head. The bills are then paid according to the City of Waterbury's payment procedures.

17. Question: Is the general supervision BCBA role currently occupied or is this in addition to the district's current general supervision BCBA?

Answer: Yes, it is currently occupied.

Question: Is supervision of RBT's an expectation of the BCBAs?

Answer: Not likely but District is unsure at this time.

Question: At which school (s) will the K-5 BCBA work?

Answer: The Pre-K to Grade 5 BCBA will work primarily at the Bucks Hill School Pre-K program and the Generali School autism program. Some work will be required at the other 18 elementary schools.

Question: What is the "required Medicaid documentation?" (Page 3 #7 of the RFP)

Answer: If the District determines it can bill Medicaid for BCBA services, the documentation is the paperwork from Medicaid describing the services provided to the Student.

18. Question: Is this a new need?

Answer: No.

19. Question: If not a new need, are there current vendors?

Answer: Yes. Please see above answer to 12.

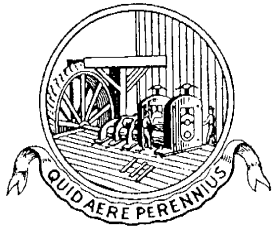
20. Question: If current vendors, are you satisfied with their performance?

Answer: Yes.

21. Question: Will BCBAs be required to support non-public schools within the District area?

Answer: No but possibly the Charter School, Brass City.

22. Question: What are the current rates of pay?



Waterbury Public Schools

#17

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

Mrs. Melissa Baldwin
Director of Special Education

June 4, 2019

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

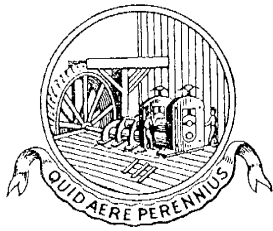
Re: Contract between the City of Waterbury and Connecticut Behavioral Health, LLC for registered behavior technician services.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Connecticut Behavioral Health for the provision of registered behavior technician services for the Waterbury School District and students with disabilities in the total not to exceed amount of Seven Hundred Eighty-One Thousand Two Hundred Forty Dollars and 50 cents (\$781,240.50) for a three year term as follows:

For July 1, 2019- June 30, 2020, an amount not to exceed Two Hundred Sixty Thousand Four Hundred and Thirteen Dollars and fifty cents (\$260,413.50) at the hourly rate of \$38.10 for a Registered Behavior technician;

For July 1, 2020- June 30, 2021, an amount not to exceed Two Hundred Sixty Thousand Four Hundred and Thirteen Dollars and fifty cents (\$260,413.50) at the hourly rate of \$38.10 for a Registered Behavior technician;



Waterbury Public Schools

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

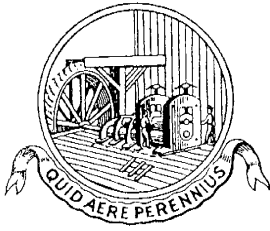
Mrs. Melissa Baldwin
Director of Special Education

For July 1, 2021- June 30, 2022, an amount not to exceed Two Hundred Sixty thousand Four Hundred and Thirteen Dollars and fifty cents (\$260,413.50) at the hourly rate of \$38.10 for a Registered Behavior technician.

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 bidding process. The Waterbury Special Services Department issued a Request for Proposal #6333, for registered behavior technician services for Waterbury students with disabilities.

Ten vendors submitted proposals. Our department formed a committee who reviewed the proposals and conducted interviews with seven of the proposers. The committee consisted of Special Education Supervisor Stacey Kozlowski, Special Education teacher Lisa Higgins and Rob Davis, Board Certified Behavior Analyst. 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. Connecticut Behavioral Health, LLC scored second best of any of the proposers for the services requested.



Waterbury Public Schools

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

Mrs. Melissa Baldwin
Director of Special Education

The Committee then reviewed the hourly rates submitted by each proposer. Connecticut Behavioral Health, LLC submitted a competitive rate, comparable to the average rate submitted by the proposers. The Committee chose Connecticut Behavioral Health to be a second vendor for a smaller portion of the project.

A tax clearance is being obtained and the contract is paid with grant funds.

Respectfully Submitted,

Melissa Baldwin

Enc. Contract and RFP attachments

PROFESSIONAL SERVICES AGREEMENT
for
Registered Behavioral Technician Services - RFP No. 6333
between
The City of Waterbury, Connecticut
and
Connecticut Behavioral Health, 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") and Connecticut Behavioral Health, LLC, located at 673 South Main Street, Cheshire, Connecticut 06410, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 6333** for Registered Behavior Technician Services; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 6333**; and

WHEREAS, the City desires to obtain the Contractor'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 Contractor 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 Contractor 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 providing Registered Behavior Technicians (RBTs), certified by the Behavior Analyst Certification Board (BACB) and supervised by a Board Certified Behavioral Analyst (BCBA), to the Waterbury School District as needed. The RBTs will provide behavioral and related services to students with disabilities, ages 3-21, as directed by the students' Individual Education Plans (IEPs) and as detailed and described in **Attachment A** hereby made a material provision of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. City of Waterbury RFP No. 6333 for Registered Behavioral Technician Services, consisting of 10 pages (excluding Contractor Compliance Packet and Sample Contract), attached hereto.
- ii. Addendum # 1 to RFP # 6333, dated April 2, 2019, consisting of 5 pages, attached hereto.
- iii. Contractor's Response to City of Waterbury RFP No. 6333, dated April 4, 2019, consisting of 20 pages, attached hereto.
- iv. any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference
- v. Certificates of Insurance, incorporated by reference
- vi. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- vii. All licenses and certifications 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:

- i. Any Amendments to this Contract
- ii. This Contract
- iii. Addendum # 1 to RFP # 6333
- iv. City of Waterbury RFP # 6333
- v. Contractor's Response to City of Waterbury RFP No. 6333
- vi. All applicable Federal, State and local statutes, regulations charter and ordinances

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. 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, without 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.

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. 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.

3.2. 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 the Contractor, unless written permission is obtained from the City to work during other times. 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.

3.3. 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.

3.4. 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.

3.5. Standard of Performance. The standard of care and skill for all services performed by the Contractor's Registered Behavior Technicians and employees shall be that standard of care and skill ordinarily used by other members of the Registered Behavior Technicians profession practicing under the same or similar conditions at the same time and in the same locality. The RBT services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. 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.

3.7. 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:

3.7.1 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 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;

3.7.2 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 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.

3.7.5 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 Contractor 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 Contractor shall deliver periodic, thirty (30) day, 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 Contractor and/or delivered by the Contractor 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 Contractor's declaration as to whether the entirety of the Contractor'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.

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.

3.9. Confidentiality/FERPA.

3.9.1 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.

3.9.2 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.

3.9.2 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.

3.10 Student Data Requirements.

3.10.1 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.

3.10.2 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 deletion has occurred in accordance with industry standards/practices/protocols.

3.10.3 The Contractor shall not 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 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.

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

3.10.6 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.

3.10.7 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.

3.10.8 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.

3.10.9 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.

3.10.10 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.

3.11 Criminal Background Check and DCF Registry Check. Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws

or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

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. The Contractor shall complete all work and services required under this commencing on the date the contract is signed by the Mayor and shall complete all work and services required Contract on or before June 30, 2022.

5.1. Time is and shall be of the essence for the Project. The Contractor 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. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

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 **SEVEN HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED FORTY DOLLARS and FIFTY CENTS (\$781,240.50)**, with the basis of payment being as follows:

6.1.1 An amount not to exceed **TWO HUNDRED SIXTY THOUSAND FOUR HUNDRED THIRTEEN DOLLARS and FIFTY CENTS (\$260,413.50)** per school year (including Extended School Year), at the rate of **THIRTY-EIGHT DOLLARS and TEN CENTS (\$38.10)** per hour.

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. 6333** 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, materials, reports, plans, specifications, 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, 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.

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 and its boards, the City's Board of Education (if applicable), 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, 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 (other than the services itself) including the loss of use resulting there from, and (ii) are caused in whole or in part by any willful or negligent act or omission of the Contractor, its employees, any subcontractor, 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.

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.

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 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 & 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: \$1,000,000.00 each Wrongful Act. \$1,000,000.00 Aggregate.

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

9.4.6 Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence/. \$1,000,000.00 Aggregate. Applicable to Contractors working directly with youth/minors.

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 the Waterbury 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 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 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.

10.3.2 The Contractor 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 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 of 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. 6333** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 6333**.

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: Connecticut Behavioral Health, LLC
673 South Main Street
Cheshire, Connecticut, 06410.

City: Board of Education of the City of Waterbury
236 Grand Street, 2nd floor
Waterbury, CT 06702
Attention: Director of Special Education

With a copy to: Office of the Corporation Counsel
235 Grand street, 3rd 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 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.waterburymt.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.

(The next page is the signature page.)

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor
Duly Authorized

Date: _____

WITNESSES:

**CONNECTICUT BEHAVIORAL HEALTH,
LLC**

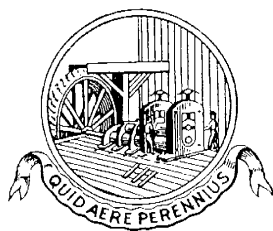
By: _____

Its _____,
Duly Authorized

Date: _____

ATTACHMENT A

- i. City of Waterbury RFP No. 6333 for Registered Behavioral Technician Services, consisting of 10 pages (excluding Contractor Compliance Packet and Sample Contract), attached hereto.
- ii. Addendum # 1 to RFP # 6333, dated April 2, 2019, consisting of 5 pages, attached hereto.
- iii. Contractor's Response to City of Waterbury RFP No. 6333, dated April 4, 2019, consisting of 20 pages, attached hereto.
- iv. any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference
- v. Certificates of Insurance, incorporated by reference
- vi. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- vii. All licenses and certifications incorporated by reference



Waterbury Public Schools **#18**

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

Mrs. Melissa Baldwin
Director of Special Education

June 4, 2019

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

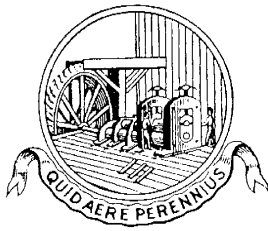
Re: Contract between the City of Waterbury and EBS
Healthcare, Inc. (EBS) for board certified behavioral analyst
services.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with EBS for the provision of board certified behavioral analyst services for the Waterbury School District and students with disabilities in the total not to exceed amount of Seven Hundred Seventy-Three Thousand Five Hundred Twenty Dollars (\$773,520) for a three-year term as follows:

For July 1, 2019- June 30, 2020, an amount not to exceed Two Hundred Fifty-Seven Thousand Eight Hundred and Forty Dollars (\$257,840) at the hourly rate of \$87.85 for two Board Certified Behavior Analysts;

For July 1, 2020- June 30, 2021, an amount not to exceed Two Hundred Fifty-Seven thousand Eight Hundred and Forty Dollars (\$257,840) at the hourly rate of \$87.85 for two Board Certified Behavior Analysts;



Waterbury Public Schools

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

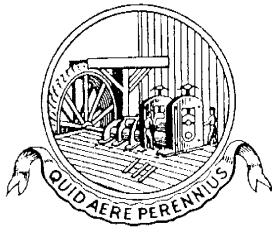
Mrs. Melissa Baldwin
Director of Special Education

For July 1, 2021- June 30, 2022, an amount not to exceed an amount not to exceed Two Hundred Fifty-Seven thousand Eight Hundred and Forty Dollars (\$257,840) at the hourly rate of \$87.85 for two Board Certified Behavior Analysts;

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 bidding process. The Waterbury Special Services Department issued a Request for Proposal #6293, for Board Certified Behavior Analyst services for Waterbury students with disabilities.

Eight vendors submitted proposals. Our department formed a committee who reviewed the proposals and conducted interviews with the proposers. The committee consisted of Special Education Supervisors Stacey Kozlowski, Wendy Owen and Amy Simms. 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. EBS scored second best of the proposers for the services requested.



Waterbury Public Schools

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Mrs. Melissa Baldwin
Director of Special Education

The Committee then reviewed the hourly rates submitted by each proposer. EBS submitted a competitive rate but agreed to lower their rate to \$87.85 per hour.

EBS has been a vendor of the District and the District is satisfied with the services provided. A tax clearance is being obtained and the contract is paid with grant funds.

Respectfully Submitted,

Melissa Baldwin

Enc. Contract and RFP attachments

PROFESSIONAL SERVICES AGREEMENT

RFP No. 6293

for

Board Certified Behavior Analyst Services

between

The City of Waterbury, Connecticut

And

EBS Healthcare, Inc.

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 ("City") and EBS Healthcare, Inc., located at 200 Skiles, Boulevard, West Chester, Pennsylvania 19352, with offices located at 1266 East Main Street, Suite 700 R, Stamford, Connecticut 06902, a State of Pennsylvania duly registered foreign corporation. ("Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 6293** for Board Certified Behavioral Analyst Services; and

WHEREAS, the City selected the Consultant to perform said services as set forth in **RFP No. 6293**; 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, materials, reports, plans, documents, 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 providing Board Certified Behavior Analysts to the Waterbury School District, to provide services to students between the ages of three to twenty-one (3-21) years with disabilities and behavioral needs, in accordance with each student's Individual Education Plan (I.E.P), and as more particularly detailed and described in **Attachment A** which 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 City of Waterbury Request for Proposal (RFP) Number 6293, for Board Certified Behavior Analyst Services, consisting of 10 pages, (excluding Contractor Compliance Packet and Sample Contract), attached hereto.
- 1.1.2 Addenda Number 1 to RFP Number 6293, dated January 30, 2019, consisting of 4 pages, attached hereto.
- 1.1.3 Consultant's response to RFP Number 6293, consisting of 53 pages, attached hereto.
- 1.1.4 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, 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 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 Any Amendment to this Contract
- 1.2.2 This Contract
- 1.2.3 Addendum #1 to RFP #6293
- 1.2.4 City of Waterbury RFP #6293
- 1.2.5 Consultant's response to City of Waterbury RFP #6293.
- 1.2.6 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. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors.

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 labor, services, materials, reports, plans, documents, deliverables, and incidentals shall conform in all respects with the requirements of all this Contract, and shall be of the highest professional standards. 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 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. Confidentiality/FERPA The Consultant 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 State Department of Education, as well as any policies, ordinances, rules

and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. The Consultant shall further ensure that all employees 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 State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.9.1 Any and all materials contained in a City of Waterbury students' file that are entrusted to the 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 the Consultants shall be used solely for the purposes of providing services under this agreement.

3.9.2 The 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). The Consultant shall comply with the requirements of said statute and regulations, and 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, the Consultant or Sub-contractor 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 this Agreement are not the property of, or under the control of, the Contractor.

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 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.

3.10.3 The Contractor shall not 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 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.

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

3.10.6 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.

3.10.7 Student Data shall not be retained or available to the Contractor upon expiration of the contract 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 contract for the purpose of storing student-generated content.

3.10.8 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.

3.10.9 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.

3.10.10 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.

3.11. Representations Regarding Criminal Violations. The Contractor acknowledges and agrees that it is and shall be responsible for following the required background check procedures as set forth in the Connecticut General Statutes for any employee who would be in a position involving direct contact with students. Contractor further represents that all such employees have submitted to a check of the Department of Children and Families Abuse and Neglect Registry ("DCF Registry"); have stated whether they have ever been convicted of a crime or have any charges pending against them; and have undergone a comprehensive state and national criminal history review check. Contractor represents and warrants that each such employee has no history of any violations of the laws of the State of Connecticut pertaining to public health, have not been convicted of a crime, are not listed on the DCF Registry, and have no criminal investigations pending.

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 this Contract on July 1, 2019 and shall complete all work and services required under this Contract by June 30, 2022. The work and services as provided under this Contract shall be provided each year, during the school year and during the summer months. ("Contract Time"):

5.1. Time is and shall be of the essence for completion of 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. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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 **SEVEN HUNDRED SEVENTY-THREE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$773,520.00)** and shall be in accordance with the negotiated rates attached hereto and made part hereof as part of **ATTACHMENT A**.

6.1.1 An amount not to exceed **TWO HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$257,840.00)** per school year, at the rate of **Eighty-Seven Dollars and Eighty-Five Cents (\$87.85)** per hour.

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 No. 6293** 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.

7. This section intentionally left blank.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), 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, 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 (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Consultant, its employees, any subcontractor, 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.

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.

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 & non-owned autos..

9.4.3 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.

9.4.4 Professional Liability Insurance: \$1,000,000.00 each claim. \$1,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

**9.4.5 Abuse/Molestation Liability Insurance: \$1,000,000.00 each claim.
\$1,000,000.00 aggregate limit**

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, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as additional insureds 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 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. 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 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 No. 6293** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 6293**.

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 therefrom 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: EBS Healthcare Inc.
200 Skiles Boulevard
West Chester, Pennsylvania 19382

City: City of Waterbury
c/o Department of Special Education
236 Grand Street, Third 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 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 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

Duly Authorized

Date: _____

WITNESSES:

EBS HEALTHCARE, INC.

By: _____

Its _____

Duly authorized

Date: _____

ATTACHMENT A

1. City of Waterbury Request for Proposal (RFP) Number 6293, for Board Certified Behavior Analyst Services, consisting of 10 pages, (excluding Contractor Compliance Packet and Sample Contract), attached hereto.
2. Addenda Number 1 to RFP Number 6293, dated January 30, 2019, consisting of 4 pages, attached hereto.
3. Consultant's response to RFP Number 6293, consisting of 53 pages, attached hereto.
4. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, 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

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
(DEPARTMENT of EDUCATION)
(Title: Board Certified Behavior Analyst Services)
Bid # 6293

The City of Waterbury, Department of Education (hereinafter "City"), is seeking THREE (3) Board Certified Behavior Analysts (BCBAs) to provide services to the Waterbury Public Schools, its staff and to students with disabilities ages 3-21 with behavior needs and other related work as set forth in the scope of services below for the time period commencing July 1, 2019 through June 30, 2022.

A. Background and Intent

The purpose of this request is to obtain hourly cost proposals for the next three school years from reliable, experienced and licensed professional proposers who can provide behavior therapy services for one or more of the BCBA positions set forth in the scope of services.

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.
2. A proven track record in providing these types of or similar services for Connecticut school districts in a timely fashion within budget to the school district's satisfaction. List all school contracts your business has had for the last five years and the reason you no longer contract with the school if applicable. The City reserves the right to contact any of these school districts for a reference.
3. All three of the board certified behavior analysts proposed must be appropriately and currently licensed and certified as required by state and federal law and by the national board governing behavior analysts and their credentials.
4. In addition, the BCBAs must have a minimum of a master's degree in a relevant field, from an accredited institution, a doctorate is preferred, and advanced training, extensive knowledge and experience in Applied Behavior Analysis theory and practice working with students with disabilities, including students with autism spectrum disorder, in a school setting. The BCBAs must have experience supervising, training and collaborating with behavior therapists, teachers, registered behavior therapists, paraprofessionals and

other school staff providing behavioral therapy and related services, and in overseeing student programs.

5. The BCBAs must be knowledgeable and experienced with state and federal special education laws, assessments and evaluations and with individual education plans. The BCBAs must have experience developing IEP goals and objectives, creating and modifying instructional and behavior support plans, attending PPT meetings and providing in-service and training to District staff as requested by the District. The BCBAs must have appropriate training, certification and experience in restraint and seclusion techniques and be able to train District staff in those techniques in compliance with State and federal law.
6. All BCBAs proposed must have their professional licenses or degrees as required by law and must have completed drug tests, background checks, dcf registry checks and required training from the Department of Children and Families on the child abuse and neglect mandated reporter law.
7. A proposer who will provide a BCBA(s) to the Waterbury Public Schools upon request without delay, including a substitute. The proposer agrees that the proposed BCBA(s) is subject to the Waterbury Public School's approval.
8. A proposer who will maintain specific time records of services provided by staff as requested by Administration and maintain records in the form and manner as required by Waterbury Public Schools and the City of Waterbury.
9. A proposer who will train the BCBA(s) in their legal obligations relating to the confidentiality of student information and insure that staff maintain and protect the confidentiality of student information and properly maintain all records relating to the students serviced by the proposer's staff and insure that the records are appropriately kept in the student's file.
10. A proposer who will train their staff in following all laws, regulations, policies, directives and procedures of the Department of Special Education and Pupil Personnel, Board of Education, City of Waterbury and state and federal law which relate to the staff or services provided or the scope of services.

C. Scope of Services

1. The Proposer will provide the services of up to three fulltime Board Certified Behavior Analysts (BCBA) with the qualifications set forth above who will provide supervision, training and related services as requested by Administration for students with disabilities, pre-K through Grade 12, for up to 1,500 hours for each BCBA per year consisting of up to 181 days during the school year for up to 7.5 hours per day and up to 20 days during the summer for up to 5.5 hours per day.
2. One BCBA is needed for general supervision of all of the District schools and staff working with student behavior, for consultation by staff as needed, for student programming and evaluation as needed and for staff training in restraint and seclusion and other professional development and training needs of the District.
3. One BCBA is needed for supervision of the District's Pre-K through Grade 5 programs for students with behavioral needs and other disabilities including autism

4. One BCBA is needed for supervision of the District's high school and middle school programs for students with behavioral needs and other disabilities including autism.
5. Each Board Certified Behavioral Analyst shall have the following duties and responsibilities: oversee, monitor and improve student programs, develop appropriate Individual Education Plan goals and objectives for students, create or modify instructional and behavior support plans with school staff, work collaboratively with school staff and administration and families, provide professional development, provide training in restraint and seclusion techniques, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments and evaluations across settings (curriculum, environmental, preference, behavior), facilitate inclusion and transition efforts, including but not limited to transitions to schools and staff, coordinate district wide on-site visits as directed by administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to school staff as needed, upload reports and other documents on the Waterbury Public School's web-based IEP system, parent training and support as requested by administration and other related duties as directed by administration.
6. The Proposer shall maintain detailed records of all of the services it provides as requested by administration and will prepare reports describing their services as required by Administration and shall require all staff to utilize the Waterbury Public School's web-based Individual Education Plan (IEP) system for reports. All reports prepared by the proposer will be provided to administration prior to making them available to third parties.
7. The Proposer shall provide to the Waterbury Public School all required Medicaid documentation in a form and manner acceptable to the Administration and the City and which is in compliance with the State of Connecticut Department of Social Service and its rules and regulations.
8. The Proposer shall provide all substitutes for its staff who possess the same credentials and experience as the regular staff.

B. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from July 1, 2019 - June 30, 2022.

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.
3. 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)

4. 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 January 28, 2019**. 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 2:00 PM on January 30, 2019**. 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 the Waterbury Public School's 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 and provide the required insurance coverages set forth in the agreement. See Attachment B.
15. 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 **(5)** 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 5, 2019.**

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 school district, 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 price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should consist of the hourly rates of the staff proposed to perform the entire Scope of Services in this RFP for each school year for up to three (3) Board Certified Behavior Analysts (3) for up to 181 days each at up to 7.5 hours per day during the school year and up to 20 days each at up to 5.5 hours per day during the summer commencing July 1, 2019 through June 30, 2022. 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. 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.

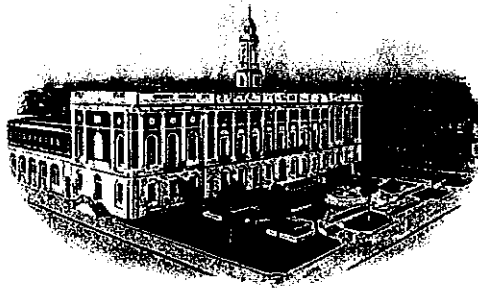
State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the 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

January 30, 2019

Bid #: 6293

Project Title: Board Certified Behavior Analyst Services

The following questions have been submitted about this project.

1. Question: What is the typical caseload for therapists?

Answer: There is no typical caseload. The BCBA will supervise the students and staff within the schools assigned.

2. Question: How many schools are typically on a therapist's caseload?

Answer: We have one pre-K autism program, 20 elementary schools, three middle schools; three high schools, one magnet school (middle and high) one alternative school (middle and high) and one special education school (all grades). Please see the RFP, scope of services, for the description of the services needed for the different grades.

3. Question: How many working days for therapists each school year?

Answer: Working days are the school days (currently 181) and up to 20 days in the summer.

4. Question: On what date do you anticipate making this award and notifying vendors of the award status?

Answer: Soon after the department interviews the proposers.

5. Question: Who are the current vendors for BCBA services?

Answer: Easter Seal Rehabilitation Center of Greater Waterbury, Inc. and Robert Davis dba Summit Support Services. Constellation School based Therapy LLC provides BCBA supervision for the Registered Behavior Therapists it provides to the District.

6. Question: Are IEP meetings billable?

Answer: Yes.

7. Question: Are orientation sessions, professional development and other district-sponsored meetings billable?

Answer: It depends on the event and when the event takes place. If the BCBA is providing professional development it is billable. If they are attending, it is not billable. Preapproval by the District is required for billing.

8. Question: Are we allowed to bill for paperwork and documentation?

Answer: Yes, as long as it is within the hours and days requested in the RFP.

9. Question: Are we allowed to bill for mileage and travel between school sites?

Answer: No.

10. Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)

Answer: Up to 7.5 hours for a full day of school during the school year and up to 5.5 hours per day during the summer program which is no more than 20 days.

11. Question: Have your current vendors been able to meet all of your current BCBA needs?

Answer: Yes.

12. Question: How many BCBA's does the district have on staff?

Answer: The District has three from third party vendors (2) from Easter Seals and (1) from Robert Davis dba Summit Support Services.

13. Question: How many BCBA's openings does the district anticipate filling with this RFP?

Answer: Three, please see the RFP.

14. Question: Is the district open to contracting for part-time therapists?

Answer: No.

15. Question: Who is responsible for purchasing assessment equipment and supplies in order to provide services?

Answer: If the District is in need of supplies and assessment equipment, the District purchases them.

16. Question: What are the district's payment terms?

Answer: The District pays bills after their review and approval by the Department Head. The bills are then paid according to the City of Waterbury's payment procedures.

17. Question: Is the general supervision BCBA role currently occupied or is this in addition to the district's current general supervision BCBA?

Answer: Yes, it is currently occupied.

Question: Is supervision of RBT's an expectation of the BCBAs?

Answer: Not likely but District is unsure at this time.

Question: At which school (s) will the K-5 BCBA work?

Answer: The Pre-K to Grade 5 BCBA will work primarily at the Bucks Hill School Pre-K program and the Generali School autism program. Some work will be required at the other 18 elementary schools.

Question: What is the "required Medicaid documentation?" (Page 3 #7 of the RFP)

Answer: If the District determines it can bill Medicaid for BCBA services, the documentation is the paperwork from Medicaid describing the services provided to the Student.

18. Question: Is this a new need?

Answer: No.

19. Question: If not a new need, are there current vendors?

Answer: Yes. Please see above answer to 12.

20. Question: If current vendors, are you satisfied with their performance?

Answer: Yes.

21. Question: Will BCBAs be required to support non-public schools within the District area?

Answer: No but possibly the Charter School, Brass City.

22. Question: What are the current rates of pay?

Answer: \$81.94 an hour and \$100.00 an hour.

23. Question: How many hours per week are you in need of this service?

Answer: Services are needed for each school day for up to 7.5 hours during the school year. If there are 5 school days in a week, the total BCBA hours for that week are up to a maximum of 37.5 hours.

Thank you.

**Amy Lopez
Assistant Director of Purchasing – City of Waterbury**

2019

PROPOSAL

Bid # 6293
Board Certified
Behavior Analyst
Services

Local Address
1266 East Main Street
Suite 700R
Stamford, Connecticut 06902



**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. As the nation's leading special education and therapy company specializing in the 3- to 21-year-old population, EBS has a proven 30-year-plus track record helping district improve student outcomes. Our goal is to become an extension of your special education department, providing everything you need to fulfill your district's unique initiatives, using comprehensive management, consulting and training solutions. Our educational consulting capability is unsurpassed in the field and is proven to save districts both time and money.

Proposed Services:

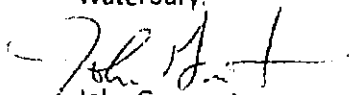
EBS, in partnership with district leadership staff, will use our national reach to provide evidence based practices and extensive resources to meet the needs of Waterbury Public Schools (WPS) and their behavioral programs.

1. ABA Classroom Support, Behavioral Support and Training- EBS will provide professional development services for the special education department, teachers, and staff as well as training, consultation, best practices in Applied Behavior Analysis aligned with the WPS vision and mission.

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 2.1 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.


John Gumpert



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***Cost Proposal in Separate Envelope as Requested**



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Profile and Experience

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 local organization employs thousands of special education professionals and is currently working with schools in 48 states. Although we are national, we also have a local presence in the state of Connecticut. A pioneer in service delivery within the educational setting, our organization brings a 30-year track record of success in assisting school systems in meeting their special education objectives. Your dedicated leadership team will provide the following:

Unparalleled Expertise. At the core of the EBS offering is an unrivaled infrastructure of local, regional, and national support. Over the years, our organization has built a world-class team of professionals representing every member of the child study team. Many of these 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 different programs. This collective knowledge is shared amongst our professionals, and empowers our team to experience and refine best practices.

Single Point of Contact. We understand the life of an educator is fast paced and demanding. It's hard to find time in the day to communicate with all stakeholders. By partnering with EBS, you will have one experienced director who serves as a liaison between EBS' national support team and you. Your team will save time and work more efficiently by only having to make one phone call in order to find a solution.

An Unparalleled Commitment to Retention. Onboarding new staff takes time and resources. As an organization, we have built a culture that encourages employees to remain in the positions they hold--especially in challenging, urban educational settings. Our retention rates are among the best in the industry. For example, in the School District of Philadelphia, EBS boasts a retention rate of 100% for a team of more than 25 special education staff including ABA and BCBA therapists.

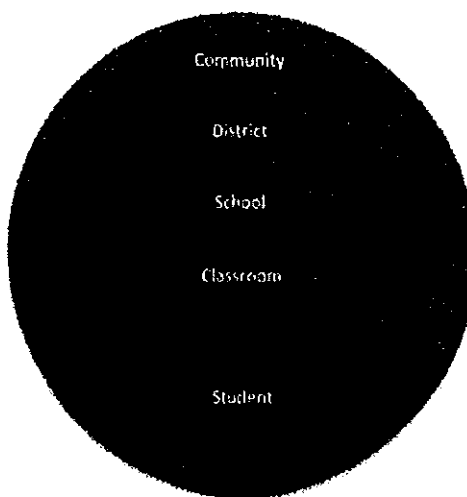
Value Added Services. EBS is keenly aware of the difficult economic climate and the pressure schools face in trying to reduce program costs while maintaining quality. At EBS, our mission is always to give back to the school systems we are partnered with in the form of management, training, and consulting. We take an individualized approach in assessing your programs and will help identify potential areas of improvement.

An Extension of Your Department. Our management team, each with a minimum of 10 years' experience, is fully committed to the success of your district and community. There is no better partner to help meet the special education needs of Waterbury Public Schools. EBS is here to act as an extension of your special education department.



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We understand that simply providing the right professionals is not enough. At EBS our BCBA's and other experts understand the bigger picture and the multiple layers of support necessary for each student's success.



At EBS we provide training, management and consulting at every level of service. Our certified professionals are passionate and highly qualified. In addition to high quality direct services, EBS provides classroom support, progress monitoring, professional development trainings, additional support from supervisors and administration, community involvement and more at no cost to the district.



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Proposer Information

- a. Firm Name: EBS Healthcare, Inc. d/b/a/ - EBS – Educational Based Services
- b. Permanent main office address: 200 Skiles Blvd, West Chester, PA. 19382. EBS has several regional offices along with our national headquarters including locations in Connecticut.
- c. Date firm organized: Firm organized in 1982, 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 33 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 23 years. Rob is the Director and Supervisor of all operations of EBS at our National Headquarters.

Mrs. Karen Bilbao, EBS Director of Special Education and National Director

After forty years in public education, Karen Bilbao, M.A. has multiple teaching certifications and has experience in the implementation and oversight of all aspects of special education service delivery. She has served as a speech and language specialist, special education teacher, learning disabilities teacher-consultant on a child study team and director of special services. She has direct experience in reducing referral rates and in successfully including students with all types of disabilities into general education settings. When she became a Superintendent of Schools in 2006, she had an opportunity to take her specialization to the next level. She was able to preserve and improve quality while decreasing the amount of special education services, allowing her and her administrative team to utilize the released funding to benefit all children, for example, by implementing district-wide full day kindergarten at no increased cost to the community. During her tenure as Superintendent, Mrs. Bilbao was recognized as a leader in the field of special education. She has presented at several workshops, such as a workshop at the Superintendent's Study Council on "Improving Quality while Containing Costs in Special Education". Karen will be available to Waterbury for district meetings as needed.

Chelsie Pessolano, M.A., BCBA is a Behavior Analyst and certified supervisor by the BACB. Chelsie has operational, clinical and supervisory experience in schools, residential programs, clinics and home settings. Chelsie has experience working with students with severe behavioral needs and strives to effectively reduce challenging behaviors to help keep children in the least restrictive environment possible. She enjoys incorporating positive behavioral supports training whenever possible to educators and families to improve the quality of a child's life. Chelsie has expertise in the placement of Behavior Supports and BCBAs in appropriate classroom settings across multiple districts. She has supervised Registered Behavior Technicians, ABA Supports and BCBAs working in schools and clinics across New Jersey and New York. Chelsie is also a National Certified Counselor



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(NCC) which helps her to look at the full picture of a child including emotional or physical trauma, socioeconomic factors, or coexisting diagnoses that could be affecting a child's learning potential.

Chelsie worked to open the first ABA clinic in the State of Delaware. During her time as the Director of Clinical Services, the clinic was able to expand to become the largest ABA provider across the State and becoming a support for local districts in a school/clinic collaboration model. She has presented at schools, parent workshops, alumni panels and hopes to continue to spread the knowledge of behavioral reduction techniques, skill acquisition, positive behavior supports and ABA programming to all partnering school districts Chelsie will be available to Waterbury as needed.



Philosophy Statement and Business Focus

WHY IS EBS THE BEST ORGANIZATION TO PARTNER WITH WATERBURY SCHOOL DISTRICT

At EBS, we actively collaborate with school district staff members, providing a multi-tiered approach to meet student's needs. Our goal is to ensure a smooth delivery of services across the entire continuum of service for professionals working with students. Higher quality services starts by building trusting relationships with district staff. Open communication, frequent visits to all sites, and accessible administration are key components to building a strong partnership.

Training, Coaching and Consultation:

In three decades, our differentiated approach for providing innovative solutions to complex problems has evolved to support the changing dynamics of the 21st century, but our focus on providing customized support has not. EBS does not use a cookie-cutter approach to training, coaching, and systems development because we recognize that effective change is a process. Much like best practice in the classroom, we utilize a multidisciplinary education team approach to analyzing organizational structures and collect relevant data that will help us identify team, school, or district strengths and deficits, and formulate goals, professional development, and processes that support district climate and culture all based on the particular needs of our district partner. Our district constituents can be assured that we will work together, using district data and research-based best practice strategies which will be uniquely designed to meet the specific needs of Waterbury Public Schools.

Our Unique Approach: Contextual Differentiated Coaching

The multidisciplinary team of EBS leadership encompasses a variety of training, experience and educational expertise. Through a combination of these unique lenses, research-based best practices, a shared purpose, and strong collaboration, we have developed our unique approach to systems reform. Our approach is called "Contextual Differentiated Coaching" or "CDC" because EBS believes there is no one-size fits all to change. In order to really understand the challenges a district is facing requires multiple, expert lenses that work collaboratively to examine context-specific data and develop tiered professional development plans aligned with district initiatives.

We collaborate with districts to identify areas for improvement while taking into consideration school climate, perception of change, current initiatives, and training for leadership. We use a "train the trainers" model to work with schools on a full range of challenges, from complete program implementation and systemic issues to minor adjustments that improve services in a specific program area. Effecting change is challenging even amidst an abundance of ideas for improvement. EBS is skilled in the science of implementation. In partnership with district leadership staff, we will utilize proven strategies and resources to analyze current district practices, identify targeted areas for improvement and develop comprehensive organizational



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procedures for effective and sustainable change. EBS will support the district in reaching new goals through training, coaching, and procedural development.

Research indicates change occurs when educators complete formal professional development followed by real time coaching and reflecting. EBS uses this same approach to coaching while following a "train the trainers" model to help you build capacity within your district for long term success. The following is a sample list of professional development topics that WPS will have full access to. This is not a full list, but rather a sample. EBS will tailor all professional development events for WPS to the specific needs and goals of the district.

- Instructional Coaching
- Trauma Sensitive Schools
- Implementation of Multi-Tiered Systems of Support:
 - PBIS
 - RtI
- Universal Design for Learning
- Transition to Adulthood Programming for life skills population
- Meaningful IEP writing
- Classroom Design: Physical structure and visual supports to build independence for functional students
- Autism Services: Program design and development
- Emotional/Behavior Disabilities: Program design and development
- Behavior management and support systems
- Capacity building- Train the Trainers approach to implementing the Structured Teaching Model across districts for functional classrooms
- Tiered professional development plans supplemented by customized individualized or team coaching
- Evidence based strategies for addressing social justice issues in urban education
- Analyses of internal procedural fidelity and effectiveness for continuum of services and special education program infrastructure for state and federal compliance
- Development and monitoring of action plans when implementing change models
- Tiered professional development plans supplemented by customized individualized or team coaching
- Evidence based strategies for addressing social justice issues in urban education

A comprehensive list of EBS training and consulting tools can be provided upon request



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References/Relevant Experience

EBS has been providing school based special education services for over 30 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. 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 on current school district clients, please do not hesitate to contact our national office.

Stamford Public Schools

Mr. Wayne Holland, Director of Student Support Services & Special Programs
888 Washington Blvd.
Stamford, Connecticut 06901
(203) 977-4853
WHolland@StamfordCT.gov

EBS has been partnered with Stamford Public Schools since 2006. In that time we have provided various special education services including a full behavioral and ABA team consisting of BCBA's, RBTs, School Psychologists and Special Education Teachers.

Dates of Service: 2006-Present
Services Completed on Time
Amount of Current Contract: Approximately \$600,000

Kansas City Public Schools

Ms. Waukita Williams, Compliance and Operations Officer, Exceptional Education
1211 McGee Street
Kansas City, Missouri 64106
(816) 418-5219
wwilliam@kcpublicschools.org

EBS has been partnered with Kansas City Public Schools for three years in various capacities. EBS is the district's sole provider of contracted special education services. Along with SLP, OT, PT and School Psychology Services, EBS has also started behavior services in the district which include BCBA and RBT services.

Dates of Service: 2016-Present (Annual Renewals)
Services Completed on Time
Amount of Current Contract: Approximately \$2,000,000



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Coatesville Area School District
Mr. Jason Palaia, Special Education
1113 W. Lincoln Highway
Coatesville, PA. 19320
(484) 800-6245
palaiaj@casdschools.org

EBS has partnered with Coatesville Area School District for four years and provides all of the contracted special education professionals in the district. EBS provides and manages all SLP, OT, PT services as well as provides BCBA and RBT services for the district's behavioral programs.

This district worked with another company for many years until EBS took over all specialized services. We work side by side with the directors and schools to provide services as well as implement processes and procedures. We provide ongoing trainings, continuing education and materials based on the needs of the district and the schools. EBS was able to increase quality while substantially lowering the budget over the first year of the contract. EBS provides a team of full-time supervisors dedicated to the district to ensure quality and accountability.

Dates of Service: 2015-Present
Services Completed on Time
Amount of Current Contract: Approximately \$1,000,000

Philadelphia Public Schools

Ms. Jennifer Johnson, Special Education Liaison
440 North Broad Street
Philadelphia, Pennsylvania 10903
(267) 210-5739
jenajohnson@philasd.org

EBS has been partnered with Philadelphia Public Schools for over ten years in various capacities. EBS has provided the district with SLPs, OTs, Special Education Teachers, School Psychologists, BCBAs and RBTs over the time we have been working together.

Dates of Service: 2002-Present (Annual Renewals)
Services Completed on Time
Amount of Current Contract: \$2,000,000



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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, 2018

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

Personnel Listing

- | | |
|----------------------|------|
| 1. Chelsie Pessolano | BCBA |
| 2. Jessica Baer | BCBA |
| 3. Sarah Pope | BCBA |
| 4. Allison Bihler | BCBA |
| 5. Tanya Wachsmuth | BCBA |

All EBS BCBA's will be properly registered and certified 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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Statement of Qualifications and Work Plan

Qualifications:

EBS is committed to providing the most qualified and professional personnel to carry out the services needed by Waterbury Public Schools. We ensure EBS employees have extensive experience working with children, excellent communication skills and the ability to work independently as well as part of a team. We provide initial onboarding training as well as ongoing trainings for all areas of professional development. Please see below for the specific qualifications for the positions requested:

1. Board Certified Behavior Analyst (BCBA) and Behavior Classroom Support

The BCBA will offer consultation and training to any classroom staff needing assistance in classroom management procedures, positive reinforcement procedures and reducing challenging behaviors. The EBS staff member will observe students, provide positive strategies and recommendations as well as help implement supports to improve learning for all students that engage in challenging behaviors. In addition, the BCBAs are available for Functional Behavior Assessments (FBAs) or Behavior Intervention Plans (BIPs). EBS will ensure follow up and continuation of support wherever needed through the school year. Please see below for the specific model of services:

Consultation and Coaching

BCBAs will provide ongoing consultation and coaching to classroom staff to meet the individual needs of each child in order to increase appropriate behaviors. Classroom management systems will be evaluated and adjusted based on the changing needs of the students through the year.

The model for coaching classroom staff on behavior reduction procedures will be as follows:

- a. Observe the student and create a plan, strategies, or recommendations
- b. Teach the procedures to classroom staff
- c. Model the procedures for classroom staff
- d. Observe the procedures using objective observation tools
- e. Provide feedback to the classroom staff

All interventions will incorporate best practice procedures which include positive programming techniques such as positive reinforcement procedures. All interventions will have data collection procedures associated with them in order to track progress and make changes if necessary.

Continued Training

The BCBA will be responsible for the initial and continued training of all classroom staff who will be implementing the behavior support interventions. The EBS staff member will also provide



personalized feedback to the classroom staff on implementation and adjust the programming based on the feedback received from the classroom support. The EBS staff will have frequent supervision and monitoring of any behavior plans to ensure they are being run with fidelity.

The BCBA will be available to train classroom staff on specialized topics such as Autism, Behavioral Modification, and Applied Behavior Analysis in the Classroom, Best Practice Procedures, Data Collection, Social Skills Trainings etc.

The Behavior team will be available to support hands on in the classroom as much as needed to model the Behavior Plans in order to increase the effectiveness of lowering challenging behaviors.

Training goes a long way when it comes to improving student outcomes. But technology is also critical. EBS has the best technology at its fingertips when it comes to making placement processes more efficient and effective. As a district partner, you will have access to our technological tools including data collection software and IEP progress tracking tools.

Conducting Functional Behavior Assessments

When requested, the BCBA will conduct an informal or formal Functional Behavior Analysis (FBA) to analyze the functions of the behaviors occurring in order to find the best replacement behaviors for that student. The FBA data will be analyzed and reported back to the team in a report which can identify the suggested functions of the behaviors of concern along with the maintaining factors associated with the behaviors in order to train staff effectively.

Behavior Intervention Plans

The BCBA would then write a Behavior Intervention Plan for the student. The Behavior Intervention Plan will indicate preventative strategies to use as well as reactive procedures such as de-escalation techniques and replacement behaviors based on the information gathered during the FBA. All information will be reported back to the team and to the family and written consent would be obtained to use the plan. The classroom staff will be trained on the behavior support plan and how to implement different procedures throughout different times of the day. The EBS staff would act as a model to demonstrate specific techniques and interventions.

Continued Implementation and Follow Up

Follow up and continued training would be implemented through the duration of the behavior intervention plan. The BCBA will continue to assess the student in the classroom as well as other areas of the student's day (i.e. lunch or recess) to assess areas of needed improvement. The BCBA will slot time each week to see each student and monitor progress of the behavior intervention plan in place. Assessments will continue yearly or any special requests from the family or a team member such as for preparation for an IEP meeting, a special team meeting or increased behavioral concerns.



2. EBS provides BCBAs to school districts across the country. EBS has BCBAs currently in Emotional Support Classrooms, Autistic Support Classrooms and General Education Classrooms in need of behavioral assistance. EBS currently has BCBAs that are working directly with individuals and BCBAs providing complete classroom support. EBS has several projects in Connecticut in the initial phases, and we also have a proven track record for these services with Stamford Public Schools. EBS is currently partnered with Stamford providing BCBAs, RBTs, School Psychologists and Special Education Teachers for the district's behavior classrooms. Please see the attached letter of reference from the district and feel free to contact them about the services we are currently providing in Stamford.

3. All EBS BCBAs will be appropriately licensed and certified as required by the state of Connecticut and Federal law, as well as by the national board governing behavioral analysts and their credentials (Behavior Analyst Certification Board (BACB)). Please see the attached resumes and BACB certifications for our BCBAs. In addition, all BCBAs providing services to Waterbury Public Schools will obtain their Connecticut State Behavior Analyst License through the Department of Public Health.

4. All EBS BCBAs will have a minimum of a master's degree in a relevant field, from an accredited institution as well as advanced training provided by EBS, extensive knowledge and experience in Applied Behavior Analysis therapy and practice working with students with disabilities, including students with autism spectrum disorder, in a school setting.

EBS is committed to providing the most qualified and professional personnel to carry out the services needed by Waterbury Public Schools. We ensure all EBS employees have extensive experience working with children, excellent communication skills and the ability to work independently as well as part of a team. We provide initial onboarding training as well as ongoing trainings for all areas of professional development. All EBS staff can work collaboratively towards the student's goals, collecting data and documentation procedures. Please see below for the specific qualifications for the positions requested:

Board Certified Behavior Analyst Our high quality BCBAs are specifically trained in Ethics and Professional Conduct, Behavior Analytic Skills and Client-Centered Responsibilities. BCBAs specialize in completing assessments including but not limited to the VB-MAPP, ABLLS-R, PEAK Assessment, and Social Skills Assessments. BCBAs also have extensive experience in training classroom staff on PBIS, classroom management strategies, fidelity checks and follow up procedures. EBS BCBAs are fluent in performing in the following areas:

- Conducting Functional Behavior Assessments
- Designing and overseeing the implementation of Behavior Intervention Plans (BIPs) and other related academic and behavior programs
- Coaching and creating necessary for targeting academic and behavior goals, such as visual schedules, first-then boards, token economy systems, reinforcement systems, etc.



certified BCBAs will be able to step in and provide services during an unexpected leave of absence.

8. EBS BCBAs will maintain specific time records of services provided. EBS understands that a full time position is not to exceed 37.5 hours per week. Our BCBAs will keep their time logged on our organization's e-timesheet system, which Waterbury Public Schools will also have access to. All time worked will be recorded and district Administration will have the ability to view all time as well as approve or reject any hours as needed. This information is then transmitted to EBS and invoices will be generated based on the hours approved by Waterbury Public Schools.

9. EBS will train the BCBAs in their legal obligations relating to confidentiality of student information and insure that staff maintain and protect the confidentiality of student information and properly maintain all records relating to the students serviced by EBS BCBAs and insure that the records are appropriately kept in the student's file.

Our Regional Director, Chelsie Pessolano will be available to train all BCBAs working in Waterbury Public Schools in these areas.

10. EBS will train the BCBAs in following all laws, regulations, policies, directives and procedures of the Department of Special Education and Pupil Personnel, Board of Education, City of Waterbury and state and federal law which relate to the staff or services provided, or the scope of services of this RFP.

Our Regional Director, Chelsie Pessolano will be available to train all BCBAs working in Waterbury Public Schools in these areas.



Scope of Services

1. EBS will provide the services of up to three full time BCBA's with the qualifications set forth in this RFP. EBS BCBA's will not only meet all Waterbury requirements, but they will exceed them. Each BCBA will provide supervision, training and related services as requested by Waterbury Administration for students with disabilities, pre-K through grade 12 for up to 1500 hours for each BCBA per year. EBS understands that each BCBA will be required to provide services for up to 181 days during the school year, at 7.5 hours per day and up to 20 days during the summer at 5.5 hours per day.
2. EBS will provide one BCBA for general overall supervision of all District schools and staff working with student behavior, for consultation by staff as needed, for student programming and evaluation and for staff training in restraint and seclusion and other professional development and training needs of the district.

EBS has an unparalleled commitment to providing superior employees and training programs to the school districts we partner with. Our model of service delivery is based on collaboration, communication, evidence and shared responsibility among all of our team members.

EBS differentiates itself as a company by maintaining an unmatched national and regional support infrastructure of special education professionals, many of which served as Directors of Special Education, BCBA's and School Psychologists. This support infrastructure serves not only as our clinical support infrastructure but also can be drawn upon to assist our partner districts with training and/or professional development.

At EBS we understand that no two districts are exactly alike. We partner with districts to work within their existing programs. Our trainings and professional development will be custom designed to meet the specific needs of Waterbury Public Schools.

EBS believes training and support is paramount to successful outcomes for all our therapists. Providing quality training to our staff members and our school district partners has established EBS as the nationwide leader in pediatric and school-based programs.

3. EBS will provide one BCBA for supervision of the District's Pre-K through grade 5 programs for students with behavioral needs and other disabilities including autism.
4. EBS will provide one BCBA for supervision of the District's high school and middle school programs for students with behavioral needs and other disabilities including autism.
5. EBS will work with each of our BCBA's to insure that all district requirements are met. Each BCBA will oversee, monitor and improve student programs, develop appropriate IEP goals and objectives for students, create or modify instructional and behavior support plans with Waterbury staff, work collaboratively with Waterbury staff, administration and families, provide professional development, provide training in restraint and seclusion



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techniques, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments and evaluations across settings, facilitate inclusion and transition efforts including but not limited to transitions to school and staff, coordinate district wide on-site visits as directed by Waterbury administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to Waterbury staff as needed, upload reports and other documents on the Waterbury Public School's web-based IEP system, parent training and support as requested by Waterbury administration and any other related duties requested by Waterbury Public Schools.

6. EBS BCBA's will maintain detailed records of all of the services provided as requested by Waterbury administration and will prepare reports describing the services as required by Waterbury administration. EBS will require all BCBA's to utilize the Waterbury Public School's web based IEP system for all reports. EBS supervisors will become familiar with this program in order to provide orientation and training on this system, as well as all other district specific systems and procedures. All reports generated by EBS BCBA's will be provided to Waterbury administration prior to making them available to third parties.

7. EBS shall provide to Waterbury Public Schools all required Medicaid documentation in a form and manner acceptable to the administration and the City. EBS regional managers will insure that all documentation is in compliance with the State of Connecticut Department of Social Services and its rules and regulations.

8. EBS will provide all substitutes for the organization's staff who possess the same credentials and experience as our regular staff. EBS has substitutes ready to begin an assignment with very little notice. They can act as substitutes in short or long term assignments. If, in the event a position opens without notice, EBS can utilize one of our regional supervisors who will be nationally and Connecticut state certified to fill in until a long term solution is decided upon.



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 30 + year existence.
- g. There are no other factors or information that could affect EBS's ability to provide the services being sought about which the City of Waterbury should be aware.

Exceptions and Alternatives

No Exceptions or Alternatives



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Additional Data

EBS MANGEMENT PERSONNEL QUALIFICATIONS

EBS national and regional directors are among the top professionals in their fields. EBS maintains an extensive clinical support team consisting of former superintendents, Board Certified Behavior Analysts, school psychologists, special education teachers, private therapeutic day school administrators, certified school principals, Certified Structured Teaching Model Practitioners, and university professors that effectively become an extension of your team. **All of these EBS team members will be available to Waterbury Public Schools for on-site meetings and trainings at any time.**

Mrs. Karen Bilbao, EBS Director of Special Education and National Director

After forty years in public education, Karen Bilbao, M.A. has multiple teaching certifications and has experience in the implementation and oversight of all aspects of special education service delivery. She has served as a speech and language specialist, special education teacher, learning disabilities teacher-consultant on a child study team and director of special services. She has direct experience in reducing referral rates and in successfully including students with all types of disabilities into general education settings. When she became a Superintendent of Schools in 2006, she had an opportunity to take her specialization to the next level. She was able to preserve and improve quality while decreasing the amount of special education services, allowing her and her administrative team to utilize the released funding to benefit all children, for example, by implementing district-wide full day kindergarten at no increased cost to the community. During her tenure as Superintendent, Mrs. Bilbao was recognized as a leader in the field of special education. She has presented at several workshops, such as a workshop at the Superintendent's Study Council on "Improving Quality while Containing Costs in Special Education".

Currently working as a Director of Special Education for EBS, Mrs. Bilbao provides consultation and professional development for administrators and staff members in school districts that use EBS services. She has been presenting workshops that focus on the successful inclusion of students with disabilities in general education settings, particularly on the topics of: in-class service delivery; co-teaching; and positive behavioral supports.

Dr. Lynda Mills, Director of Special Education

EBS offers a doctoral-level of leadership for this project. Dr. Lynda Mills, a Director of Special Education for EBS Schools, has 24 years of experience in the field of special education. She has taught in a variety of special education classroom settings and served as an early childhood special education coordinator; a district-wide special education liaison; a special education support specialist; a director of special education and as a regional director of operations for a therapeutic day school provider. Lynda has designed certification courses at the university level and has been an adjunct faculty member for eight years. Lynda has extensive experience in coaching and mentoring staff in the field of special education and enjoys partnering with districts to maximize staff and student success.



Lynda has a bachelor's degree in special education from Arizona State University, a Master's Degree in Elementary Education from Northern Arizona University and a Doctorate in Educational Leadership from Argosy University/Phoenix. Lynda holds Certification in the following areas:

- Principal
- Early Childhood Special Education
- Early Childhood Education
- Special Education LD
- Special Education ED
- Structured English Immersion
- Special Education Generalist
- Early Childhood Special Education

Chelsie Pessolano, M.A., BCBA is a Behavior Analyst and certified supervisor by the BACB. Chelsie has operational, clinical and supervisory experience in schools, residential programs, clinics and home settings. Chelsie has experience working with students with severe behavioral needs and strives to effectively reduce challenging behaviors to help keep children in the least restrictive environment possible. She enjoys incorporating positive behavioral supports training whenever possible to educators and families to improve the quality of a child's life. Chelsie has expertise in the placement of Behavior Supports and BCBAs in appropriate classroom settings across multiple districts. She has supervised Registered Behavior Technicians, ABA Supports and BCBAs working in schools and clinics across Connecticut, New Jersey and New York. Chelsie is also a National Certified Counselor (NCC) which helps her to look at the full picture of a child including emotional or physical trauma, socioeconomic factors, or coexisting diagnoses that could be affecting a child's learning potential.

Chelsie worked to open the first ABA clinic in the State of Delaware. During her time as the Director of Clinical Services, the clinic was able to expand to become the largest ABA provider across the State and becoming a support for local districts in a school/clinic collaboration model. She has presented at schools, parent workshops, alumni panels and hopes to continue to spread the knowledge of behavioral reduction techniques, skill acquisition, positive behavior supports and ABA programming to all partnering school districts.

Kara Carwell, Director of Program Development

Kara is a licensed school psychologist and certified principal who is passionate about structuring public education in order to better serve students who are unable to find success in the "typical" classroom setting. As a clinical director, Kara focused on the development of programming for a national not-for-profit organization specializing in providing services across the country to students who were not successful in the public setting due to severe emotional, behavioral and life skills needs. Recognizing the need for more effective, evidence-based practices to meet students' academic, communication, and social emotional needs, Kara's programming systematically increased academic outcomes while decreasing behaviors for students who were at their last step before being admitted to residential treatment or into the judicial system. Her mission for more effective programming included professional development, recruitment and retention of passionate staff, accountability and structured support, integrated clinical and transition services, as well as growing family and community partnerships. In



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addition to her expertise as a school psychologist and administrator, Kara is also a Certified TEACCH Practitioner through the University of North Carolina and is highly qualified to support implementation of the Structured Teaching Model for functional based classrooms district wide.

Kara thrives on collaborative problem-solving and customizing innovative systems level solutions to ensure a rich and nourishing education regardless of students' socioeconomic background, race, ethnicity, or gender. While living in Chicago, Kara co-lead a research team partnering with Chicago Public Schools addressing social justice issues in urban education. Kara had the opportunity to present this research at the National Association for School Psychologists annual conference as well as the Illinois School Psychologist Association.

Jacob Carwell, Director of Operations: Special Education

Jake Carwell, M.Ed. is an EBS administrator, who has a diverse background working in the field of special education. His area of focus, as well as his passion, is in working with students who are not successful in a typical classroom setting due to significant behaviors. Jake's experience includes creating systems for students reintegrating out of private placements, strategic planning to reduce private placements, capacity building in district, mentoring and coaching staff, initiating community outreaches, teaching in the classroom setting, teaching in the crisis intervention room setting as well as providing clinical support to students with behaviors that keep them from the traditional classroom. As a principal, Jake was passionate about collaborating to create a structured, evidence-based system that will help students reintegrate to a less restrictive environment.



Tatiana (Tanya) Wachsmuth
Presented By EBS

EBS 22

Licensed Behavior Analyst seeking full time leadership position in a rewarding environment where I can utilize my expertise in autism spectrum disorder and organizational behavior management. I have 16 years of experience working in the field of Applied Behavior Analysis and I am also a parent of a young adult with autism. With my music industry and corporate background, my unique experiences allow me to develop creative behavior analytic programming in a wide range of applications.

Certifications and Licenses:

Board Certified Behavior Analyst (BCBA), Behavior Analyst Certification Board #1-13-13547
New York State Licensed Behavior Analyst (LBA), Department of Education, License #000364
Connecticut State Licensed Behavior Analyst (LBA), Department of Public Health, License #308

Related Work Experience:

Independent Contractor, May 2007 - present

- Enhancing the lives of individuals with autism and their families through behavioral support and programming.
- Consulting and training in a variety of settings to organizations requiring special considerations for the autism population.

Easter Seals Connecticut, Inc. (dba Easterseals Coastal Fairfield County, an Oak Hill Program), Stamford, CT
Director, January 2016 - May 2018

- Managed all aspects of agency programs from initial client inquiry to final billing of services: ABA in-home support, ABA day support, respite, ABA school consultation, and events.
- Collaborated with Oak Hill programs at main campus in Hartford and other locations for training and events.

Former positions:

Clinical Supervisor, ABA School Consultant, ABA Home Instructor, July 2012 - January 2016

- Lead program reviews with senior staff for ABA in-home support and ABA school consultation programs.
- Reviewed and approved reports to obtain service authorizations from funding sources.
- Created a strong team of staff through careful selection during the interview process and developed training for a variety of topics and skill levels to maintain the highest quality of care.
- Built a diverse network of professional relationships by attending ABA, autism conferences, and other events.
- Traveled to schools to observe students with the most challenging behavioral issues; supported teachers based on their specific needs of the classroom; wrote behavior plans; created and conducted professional development workshops for teachers, teacher assistants, and other support staff.
- Conducted functional behavior assessments, created behavior plans, and programming to foster increases in skill acquisition, increases in communication skills, and reduction of problematic behavior.

Linden Street School, Plainville, CT

Special Education ABA Paraprofessional, November 2010 - June 2012

- Assisted classroom teacher with creation of programs and behavior plans for special education students in a public elementary school as part of experience hours required to obtain behavior analyst certification.
- Provided 1:1 student instruction and support including discrete trial instruction, data collection, graphing in Microsoft Excel, and implementation of behavior plans.

Tatiana (Tanya) Wachsmuth

The Institute of Professional Practice, New Milford, CT and Woodbridge, CT

ABA Therapist Tutor, May 2004 - May 2007

- Provided 1:1 instruction for children with autism in and out of preschool and elementary classroom settings.
- Trained new therapists and provided backup for other therapists in the ABA program.

The Fred S. Keller School, Yonkers, NY

Teacher Assistant, *CABAS Trained Behavior Analyst, June 2002 - August 2003

- Taught in two different classroom settings: Early Intervention and SEIT/RSTA (Special Education Itinerary Teacher/Related Service Teacher Assistant) preschool.

*CABAS (Comprehensive Application of Behavior Analysis to Schooling) is the behavior analytic model used at this school which serves as a research and demonstration center for Teachers College, Columbia University.

Education:

M.A. in Special Education, December 2012

- Graduate Certificate in Autism Spectrum Disorders, December 2012
- Graduate Certificate in Applied Behavior Analysis (ABA), December 2011

University of Saint Joseph (formerly Saint Joseph College), West Hartford, CT

B.M. in Music Production and Engineering, May 1994

Berklee College of Music, Boston, MA

Professional Affiliations:

Association for Behavior Analysis International, 2013 - present, Affiliate Member

Association of Professional Behavior Analysts, 2013 - present, Member

The Berkshire Association for Behavior Analysis and Therapy, 2015 - present, Member

Other Corporate and Management Experience:

KDS Entertainment Group, CT and NY

Co-Founder, October 2017 - present

- Created a non-profit organization with the recording artist KDS to support talented musicians with autism.
- Develop company mission, website content for KDSentertainmentgroup.com, and events/networking opportunities from the ground up.
- Manage TW Studio, a music and media recording studio.
- Currently seeking 501(c)(3) non-profit status.

T 'n' T Music Productions, Inc., New York, NY

Corporate Partner, January 1995 - December 2003

- Co-created a boutique company designed to help recording artists fulfill their dream recording projects.
- Custom built and maintained client database and billing system.
- Self-taught professional graphic design software to match the needs of client projects.

Behavior Analyst Certification Board, Inc.®

This certificate verifies that

Tatiana Wachsmuth

BACB® Certification Number: 1-B-19547

In accordance with generally recognized credentialing standards, has met the educational, experiential, and examination requirements of the Behavior Analyst Certification Board, Inc.® for certification as a

Board Certified Behavior Analyst®
BCBA®

Chen Shu Chen

President, Board of Directors



James E. Lane

Chief Executive Officer

*This Certification must be recertified at the end of your certification period.

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Date First BACB Certified: 5/31/2013

Date of Issue: 5/31/2018

Recertification Date: 5/31/2020 *

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

THE INDIVIDUAL NAMED BELOW IS LICENSED

BY THIS DEPARTMENT AS A

Behavior Analyst

ACTIVE

LICENSE NO.

308

CURRENT THROUGH

08/31/2019

VALIDATION NO.

13198936

TATIANA WACHSMUTH



SIGNATURE



COMMISSIONER

Chelsie A. Pessolano, M.A., BCBA

Education

Eastern University, St. David's, PA- Graduated May 2015

Master of Arts in Clinical Counseling Psychology, track in Applied Behavior Analysis

Albright College, Reading, PA- Graduated May 2010

Bachelor of Arts in Child and Family Studies

Work Experience

EBS Children's Therapy, West Chester, PA

Lead BCBA: July 2017- present

- Management of facility relationships
- Program development of school partnerships
- Create and present continuing education and in-service programs through EBS
- Represent and promote EBS at state conferences and national conventions
- Collaboration with the EBS National Therapy Team
- Provide training and mentorship for EBS Employees
- Direct therapy

Brandywine Center for Autism, Wilmington and Milford, DE

Director of Clinical Services: April 2016- June 2017

- Provides oversight to centers in Wilmington, Milford including all behavior analysts, lead therapists and direct therapists.
- Coordinate with contracted school district special service offices to assign BCBA's to schools and cases.
- Provide oversight on all school contracted consultation cases.
- Prepare and present professional development topics to families, schools and communities
- Prepare and present proposals for current and future school district contracts
- Create and develop strategies to maximize program continuation and growth
- Create and oversee clinical operations, policies and procedures.
- Hire, manage and train all employees. Hold weekly and monthly team clinical meetings. Provide supervision to RBTS and BCBA students
- Provide collaboration and growth opportunities with the community

Board Certified Behavior Analyst: November 2015- present

- Development and implementation of behavior interventions and related collection procedures to increase children's academic, social and communication skills
- Create and develop behavior plans to lower challenging behaviors.
- Supervise all lead and direct therapists on all principles of Applied Behavior Analysis including Verbal Behavior, Discrete Trial Programming, Natural Environment Training, Social Skills Training and collection of behavior data.
- Provide in home, school and center based consultative services.
- Provide parent training as well as assisting in development of IEPs, IFSPs and participating in all team meetings.
- Conduct assessments, write-ups on assessments and coordinating graphing and programming for each individual child

Clinical Coordinator: November 2014- April 2016

- Assists the BCBA in providing assessments including the ABLLS and the VB-MAPP as well as producing write ups on both assessments

- Creates ABA programming and supportive services to children and families including behavior support plans, goal write-ups, progress notes and communication logs.
- Supervises and train staff and provide parent training programming including holding parental assessments and meetings.
- Implement ABA interventions, implement behavior plans, demonstrate direct therapy, collect and graph behavioral data
- Administrative duties including tracking referrals, creating policies and procedures, creating orientation and training for therapists, interviewing potential employees and maintaining client files.

ABA2DAY, Media, PA

Clarity Service Group, Trevoze, PA

Applied Behavior Analysis Therapist/ Special Instructor; December 2013- November 2014

- Provide Special Instruction to children receiving early intervention services from 0-3 years.
- Work specifically with children diagnosed with Autism.
- Practice ABA interventions and behavior plans to decrease behaviors and increase appropriate behaviors in school, home and in centers.
- Provide families and teachers trainings using demonstration, modeling and direct teaching of interventions.

Elwyn, Media, PA

Program Director; September 2012-December 2013

- Responsible for overall supervision, evaluation and training of assigned staff to ensure client needs and regulations are met. Responsible for program oversight in the areas of safety, program implementation, quality of life, inspection preparation, and appropriate allocation of resources. Coordinates with Organization Development for the hiring and disciplining of personnel.
- Ensuring cohesive team delivery of quality services to individuals with intellectual and/or developmental disabilities.
- Ensuring proper staff utilization, all staff members' training compliance, ISP accuracy and compliance, and overall management of assigned programs.
- Development and/or participation in the development of Policies and Procedures.
- Planning, organizing, leading and controlling program related functions and operations.

Program Manager; December 2011-September 2012

- Ensure that therapeutic/behavioral interventions and protocols, data collection and observations are occurring across settings for individuals on the autism spectrum.
- Provides supervision, training and structure to the Applied Behavior Specialists in conjunction with the clinical team.
- Ensures documentation is in place and occurring, incident reports are properly processed, complete scheduling and conducts monthly clinical/medical review schedules.
- Participates in planning meetings with the regard to the implementation of the treatment plants and strategies for dealing with behavior problems.
- On call one weekend a month 24 hours a day for crisis situations
- Complete scheduling and overtime distribution

Melmark, Berwyn, PA

Applied Behavior Analysis Counselor; December 2010-December 2011

Care Manager; January 2011-December 2011

- Provided direct services for children with autism, acquired brain injuries, and other significant neurological and developmental disorders.
- Ran clinical and academic goals using individualized behavior support plans
- Responsible for teaching students functional living, socialization, recreation, leisure, and communication skills
- Participated in part of an on campus research project pertaining to treatment of pediatric feeding problems in children with autism

- Regular contact with families regarding treatment, interpretation of behavioral data, and providing training to families and other caregivers for generalization of skills to new environments.
- Participates as a critical member of an interdisciplinary team; consisting of special education teachers, behavior analysts, nursing, psychiatrist, and developmental pediatrician.
- Responsible for entering behavioral data, creating graphs and creating coversheets to review in clinical and academic meetings as well as to be submitted to funding providers.
- Produce behavior support plan materials such as PEC books, icons, reinforcement objects

Current Certifications

BCBA Certification# 1-15-21035

CPR and First Aid (Child and Infant), Criminal Background Check, FBI Fingerprints, Child Abuse Clearance, Liability Insurance

Behavior Analyst Certification Board, Inc.®

This certificate verifies that

Chelsie Anne Pessolano

BACB® Certification Number: 1-15-21035

In accordance with generally recognized credentialing standards, has met the educational, experiential, and examination requirements of the Behavior Analyst Certification Board, Inc.® for certification as a

Board Certified Behavior Analyst®
BCBA®

Chelsie Anne Pessolano

President, Board of Directors



Joseph L. ...

Chief Executive Officer

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Date First BACB Certified: 11/30/2015

Date of Issue: 11/30/2017

Recertification Date: 11/30/2019 *

Resume of Jessica Baer

Certifications

PA Special Education N-12, Instructional I
 PA Early Childhood Education, Instructional I
 PA Elementary Education, Instructional I
 BCBA

Education

August 2007- December 2010 Widener University

Chester, Pa

Master of Education in Special Education, Early Childhood Education and Elementary Education in December 2010. Graduated with a GPA of 4.0 on 4.0 scale. Trained in Renaissance Program implementation and Peer Mentoring in ED552 with Dr. Kenneth Koczur.

August 2009 - August 2012

Penn State University

State College, Pa

ABA Certification program. Completed online as well as on campus for a week-long intensive course completed in August 2012.

August 2000-December 2004 Wilkes University

Wilkes-Barre, Pa

Bachelor of Arts in Psychology in January 2004. In upper 25% of class with a GPA of 3.37 on 4.0 scale. Managed chorus and chamber singers for three years. Active member of the music and theater productions for four years. Member of psychology club for two years. Participated in psychological experiments. Dean's list five of seven semesters. Member of Phi Eta Sigma. Completed Touchpoints training session.

Field Practicum Experience

Fall 2012

Lakeview Elementary School

Completed 7 weeks in a fifth grade general education classroom. Responsible for lesson-planning and delivery with a strong concentration in the science curriculum. Taught approximately 75 students during this time.

Fall 2012

Ridley Middle School

Completed 7 weeks in a middle school learning support classroom serving 6th - 8th grade. Students had various needs which needed to be addressed individually as well as within the whole class structure. Self-contained classroom except for "specials."

Fall 2010

Coatesville Area High School

Completed semester long field practicum in the high school setting in a life skills classroom with children with emotional and behavioral disabilities. Involved working with students individually and in groups and assisting teacher with day-to-day activities.

Fall 2009

Wallingford-Swarthmore Kindergarten Center

Completed semester long field practicum in the early childhood setting in a classroom with children with developmental disabilities. Involved working with students individually and in groups and assisting teacher with day-to-day activities.

Business Experience

2013 – Present EBS Children's Institute West Chester, PA

Behavioral Therapist

Help with program development for behavioral services. Evaluate and treat children with behavioral issues. Provide families with information, skills and support related to the child's behavior. Conduct Functional Behavioral Assessments and develop behavior treatment plans for child. Consult with community partners with which the child is involved in order to support the child in all environments. Develop and implement group programs to address social skills, adult independent living, and preschool readiness. Provide trainings to staff and families on behavior management techniques. Consult with staff to support behavior challenges encountered with their patients.

2013 – Present EBS Early Intervention West Chester, PA

Regional Director

Interview potential providers for the Early Intervention program. Provide orientations and trainings in a variety of areas to all employees. Provide ongoing support to all Early Intervention employees. Attend Director's Meetings for various county Early Intervention programs.

2010 – Present EBS Early Intervention West Chester, PA

Special Instructor

Aids families in the design of environments and activities that promote general development. Participates in curriculum planning aimed at meeting IFSP goals. Provides families with information, skills, and support related to enhancing the child's skill development. Works with the child and family to enhance the child's development. Helps families incorporate the goals into daily routines.

2006-2013 EBS Early Intervention West Chester, Pa

Program Coordinator

Coordinate Early Intervention services in Pennsylvania, Georgia, Texas, Massachusetts, California, Washington, D.C, Maryland, Virginia, and Washington. Hire employees to fill early intervention needs in same states. Find work for employees in same states. Talk to families and providers about problems with therapy and general social needs. Help employees and families locate resources in the community. Design trainings on early intervention, safety and child development. Work with directors of early intervention programs to identify program flaws and make changes where necessary. Work with various insurance companies to ensure that clients' services will be covered.

2004-2006 Luzerne County Head Start Wilkes-Barre, Pa

Family Educator

Teach families about child development, safety, health, nutrition, mental health and parenting styles. Plan weekly lesson plans for children ages birth to three. Conduct health, nutrition, and development screenings and assessments. Work with Welfare, Early Intervention, and other community resources to help families get the services they need.

2002-2004

Barnes and Noble, Inc.

Wilkes-Barre, Pa

Children's Bookseller

Created and maintained displays, shelved books, and helped customers find books. Kept department neat and clean. Help customers select and locate books.

2002

Childco Day School

Albuquerque, NM

Teacher for 3- and 4-year old classroom

Developed lesson plans for daily activities. Served children breakfast, lunch, and snack. Helped children fall asleep during naptime.

Behavior Analyst Certification Board, Inc.®



This Certificate Verifies That

Jessica Maguire Baer

1-14-15674

BACB® Certification Number

In accordance with generally recognized credentialing standards, has met the educational, experiential, and examination requirements of the Behavior Analyst Certification Board, Inc.® for certification as a

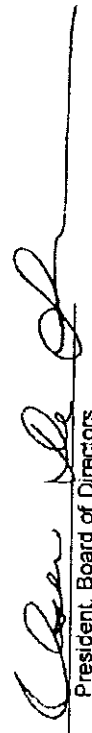
Board Certified Behavior Analyst®

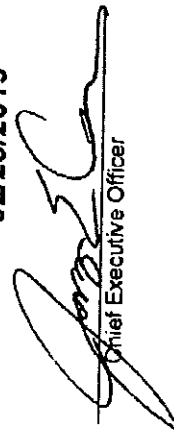
BCBA®

Date First BACB Certified:
02/28/2014

Date of Issue:
02/28/2017

Recertification Date:
02/28/2019*


President, Board of Directors


Chief Executive Officer

*This Certification must be renewed at the end of your certification period.
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SARAH POPE

Experience

Behavioral Health Works

Associate Clinical Director

February 2018-Present

- Oversee clinical operations for the region.
- Conduct new hire training and manage service team in staffing cases.
- Provide supervision and support for BCBA's in development and implementation of client programs.
- Work with clinical supervisors, families, and funding sources to resolve concerns and maximize quality of services.

Autonomy of Scale, CA

Behavior Consultant

September 2017-February 2018

- Conduct initial functional behavior assessments to determine the need for services and identify target behaviors and skills.
- Develop initial treatment plan to justify medical necessity of services based on behavioral needs and skill deficits.
- Train behavior technicians and conduct ongoing supervision of ABA programs at home and in the community.

Advancing Abilities, Baltimore, MD

Behavior Consultant

April 2017-Present

- Train behavior technicians and conduct ongoing supervision of ABA programs at home and in the community.
- Manage and update programs including modifying behavior and skill acquisition goals, and developing and modifying treatment protocols.
- Provide family training and support to caregivers in implementation of behavior plan and strategies to generalize learned skills.

Achieving True Self, Hagerstown, MD

Behavior Consultant

April 2017-October 2017

- Conduct assessments to aid in the development of home-based ABA programs.
- Develop treatment plans and programming to address skill deficits and maladaptive behaviors.
- Train behavior technicians and conduct ongoing supervision of home-based ABA programs.
- Provide family training and support to caregivers in implementation of behavior plan and strategies to generalize learned skills.

Verbal Beginnings, LLC, Perry Hall, MD

ABA Consultant

July 2015-July 2017

- Conduct verbal behavior and functional behavior assessments, and develop treatment plans and behavior intervention plans to be implemented in the home.
- Train behavior technicians and conduct ongoing supervision of home-based programs to ensure treatment fidelity.
- Provide training and support to families in implementing behavior intervention plans and recommended behavior reduction strategies.
- Conduct classroom observations and provide behavior consultation to teachers and other service providers to promote continuity of services.

Angels of Hope Mental Health Center, Alexandria, VA

Behavior Analyst

December 2014-July 2015

- Conduct assessments including biopsychosocial and functional behavior assessments, and develop individualized service plans.
- Assisted in developing materials and procedures to improve the quality and efficiency of services.
- Provide training and ongoing supervision to direct care staff including reviewing and approving progress notes and ISP updates, and providing individual supervision, as well as direct supervision of service delivery.
- Develop and implement protocols to improve the quality of initial staff trainings, and provide monthly group trainings on a variety of topics related to ABA.

Continuum Autism Spectrum Alliance, McLean, VA

Behavior Consultant

August 2014-December 2014

- Conduct functional behavior assessments, as well as verbal behavior, and other skill-based assessments with children with autism.
- Design and implement individualized behavior intervention plans, and train and supervise caregivers and direct-care staff on proper implementation of plans.

ABA Therapist

July 2012-August 2014

- Provide direct in-home ABA therapy to children and adolescents with autism.
- Effectively implement behavior interventions and ABA programming under the direction and supervision of a BCBA.

Verbal Beginnings, LLC, Perry Hall, MD

ABA Therapist/Family Trainer

June 2013-March 2014

- Provide in-home ABA therapy to children with autism under the supervision of a BCBA.
- Conduct assessments, formulate treatment plans, and train and supervise direct care staff in implementing programming.

CSAAC, Montgomery Village, MD

Family and Individual Support Services Technician

March 2012-December 2012

- Implement in-home behavioral services focused on enhancing overall functioning and independence for children and adolescents with autism spectrum disorder

Education

Kaplan University, Rockville, MD

Master of Science, Applied Behavior Analysis

GPA: 4.00

July 2013

McDaniel College, Westminster, MD

Bachelor of Arts, Social Work

GPA: 3.76, Magna Cum Laude

May 2010

Certifications

Board Certified Behavior Analyst

BACB (May 2014)

Certificate #: 1-14-16180

Behavior Analyst Certification Board, Inc.®

This certificate verifies that

Sarah Pope

BACB® Certification Number: 1-14-16180

In accordance with generally recognized credentialing standards, has met the educational, experiential, and examination requirements of the Behavior Analyst Certification Board, Inc.® for certification as a

Board Certified Behavior Analyst®

BCBA[®]



President: Board of Directors

Chief Executive Officer

**This Certification must be recertified at the end of your certification period.*

[illegible]

Date First BACB Certified: 5/31/2014

Date of Issue: 5/31/2017

Recertification Date: 5/31/2019 *

Allison Bihler MS, BCBA

Presented By EBS

EXECUTIVE SUMMARY

Strategic, goal-directed behavior analyst with a record of visionary and tactical successes resulting in a variety of accomplishments in the treatment of children on the spectrum. Results-oriented, decisive, innovative, leadership skills with proven success in concept-to-execution. Possesses a commitment to excellence with effective planning, organizational, and communication skills.

CORE COMPETENCIES

- Innovative/Collaborative Leadership
- Strategic Planning and Vision
- Team Building
- Process Improvement/Data Analysis
- Quality Improvement
- Client/Customer Focus
- Functional Analyses
- Supervisory Role

PROFESSIONAL EXPERIENCE**KGH Autism Services Deerfield, IL****May 2017-present****Senior Board Certified Behavior Analyst (BCBA)**

Carry client caseload
 Supervise Registered Behavior Technicians (RBTs)
 Supervise Interns pursuing their Masters in Applied Behavior Analysis
 Oversee special projects as assigned by Assistant Directors of Therapy

Board Certified Behavior Analyst (BCBA)**February 2016-May 2017**

Develop programming based on evidence-based treatment methods
 Devise, implement and oversee Individualized Treatment Plans (ITP)
 Conduct assessments (VB-MAPP, PEAK, TOPS, and EFL)
 Train and support RBTs
 Provide parent/caregiver coaching in home setting
 Implement and oversee social skills groups
 Conduct monthly fidelity checks
 Participate in school meetings and on-going collaboration with school teams
 Lead meetings to implement evidence-based interventions
 Conduct Functional Analyses

Allison Bihler

Pg. 2

Wood ABA Consulting, Chicago, IL

July 2014-February 2016

Board Certified Behavior Analyst (BCBA)

October 2015-February 2016

Oversaw client caseloads
 Led team meetings to assess data
 Supervised Masters students conducting 1:1 therapy
 Program development and management
 Created a complete program write-up based on current services for the client's school team

Behavior Technician

May 2015-October 2015

Created Behavior Intervention Plans (BIP)
 Created parent training protocol and conducted 1:1 parent training sessions
 Utilized the Assessment of Basic Language and Learning Skills (ABLLS)
 Wrote and implemented acquisition programs
 Train Masters student interns to run acquisition programs
 Implemented Precision Teaching (PT) fluency programming
 Experience with The Standard Celeration Chart (SCC)

Behavior Intern

July 2014-May 2015

Provided in-home therapy to children with varying intellectual and clinical disabilities
 Developed, implemented, and revised the plan of care based on behavior
 Data collection, analysis, and trending to develop and revise the plan of care
 Created data collection systems
 Trained in Precision Teaching (PT)
 Created parent training protocol and conducted 1:1 parent training sessions
 Performed paired choice, multiple stimulus with replacement (MSW), and multiple stimulus without replacement (MSWO) preference assessments to determine client reinforcer preference

Clearbrook, Palatine, IL

September 2013-July 2014

Adult Day program-facilitated direct and indirect care
 Created and implemented behavior reduction programs such as; Differential Reinforcement of Other Behaviors (DRO) and Non-contingent Reinforcement (NCR)
 Created staff training materials
 Conducted a paired choice preference assessment to determine client reinforcer preference
 Assisted with Functional Analyses (FA)
 Worked to develop a Registered Behavior Technician (RBT) Competency Assessment
 Trained in Crisis Prevention Institute (CPI)

- Allison Bihler

Pg. 3

EDUCATION

- | | |
|----------|--|
| May 2015 | The Chicago School of Professional Psychology, Chicago, IL
Master of Science in Applied Behavior Analysis |
| May 2013 | University of Central Florida, Orlando, FL
Bachelor of Science in Psychology-Cum Laude |

MEMBERSHIPS AND PROFESSIONAL ASSOCIATIONS

- Applied Behavior Analysis International (ABAI)
- Mid-American Association for Behavior Analysis (MABA)
- Psi Chi International Honor Society: Delta Epsilon Iota Academic Honor Society: The National Society of Leadership and Success: The National Society of Collegiate Scholars
- Chicago Students for Behavior Analysis (CSBA), Former Vice President

CERTIFICATIONS

- Supervisor Certification based on BACB Supervisor Training Curriculum
- Adult and Pediatric CPR/AED certified
- PCM (Professional Crisis Management) Certified



^{EBS 40}
THE GLOBAL LEADER IN SCHOOL-BASED SERVICES

CONSULTING • PROGRAM MANAGEMENT • CUSTOMIZED TRAININGS & CEU EVENTS • DIRECT SERVICE

Corporate Resolution

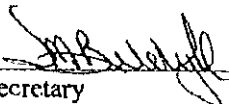
I, Jeanne Beldyk, hereby certify that I am the duly elected and acting Secretary of EBS Healthcare, Inc. (Educational Based Services), a corporation organized and existing under the laws of the State of Pennsylvania, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 17th of January, 2019.

"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 specifically related to the City of Waterbury Bid #6293, titled Board Certified Behavior Analyst Services.

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of EBS Healthcare, Inc., (Educational Based Services) this 31st day of January, 2019.


Secretary

**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 Healthcare, Inc. (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 & CEO	11/15/61	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.

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

For Partnership or LLC

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

For Corporation

Attest (Witness)

John Gumpert

(Corporate Principal - Printed Name)

200 Skiles Blvd., West Chester, PA. 19382

(Business Address)

Affix
Corporate
Seal

EBS Healthcare, Inc.

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its:

Special Education Coordinator

(Title)

State of Pennsylvania)

) SS (Date)

County of Ches)

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 31 day of January 2019.

My Commission Expires: 9/18/2019

(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JESSE J. MELLIN, NOTARY PUBLIC
CITY OF WEST CHESTER, CHESTER COUNTY
MY COMMISSION EXPIRES SEPTEMBER 18, 2019

**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 Healthcare, Inc.

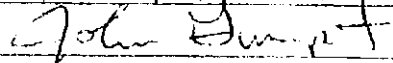
200 Skiles Blvd.

West Chester, PA. 19382

Print Name and Title of Authorized Representative:

John Gumpert, Special Ed. Coordinator

Signature of Authorized Representative:



Date: 1/29/2019

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2018)
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)

July 1, 2018 - June 30, 2019

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2018)
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 2018)
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 §40.51 of the Code of Ordinances.

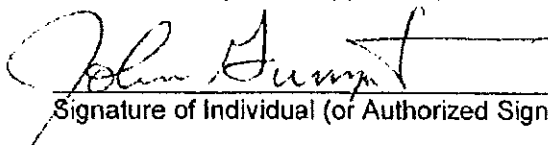
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

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)

1/29/2019

Date

John Gumpert

Print or Type Name and Title (if applicable)

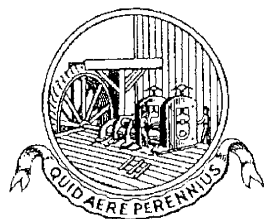
DELIVERED

| By Mail



Hand-Delivered





Waterbury Public Schools

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

Mrs. Melissa Baldwin
Director of Special Education

June 4, 2019

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

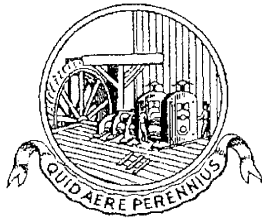
Re: Contract between the City of Waterbury and Rob Davis dba
Summit Support Services for board certified behavioral analyst
services.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval
of a contract with Rob Davis for the provision of board certified
behavioral analyst services for the Waterbury School District and
students with disabilities in the total not to exceed amount of Four
Hundred Seventy-Eight Thousand One Hundred Six Dollars and
twenty-five cents (\$478,106.25) for a three-year term as follows:

For July 1, 2019- June 30, 2020, an amount not to exceed One
Hundred Fifty-Nine Thousand Three Hundred Sixty-Eight Dollars and
twenty-five cents (\$159,368.75) at the hourly rate of \$107.50 for
Board Certified Behavior Analyst services;

For July 1, 2020- June 30, 2021, an amount not to exceed One
Hundred Fifty-Nine Thousand Three Hundred Sixty-Eight Dollars and
twenty-five cents (\$159,368.75) at the hourly rate of \$107.50 for
Board Certified Behavior Analyst services;



Waterbury Public Schools

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

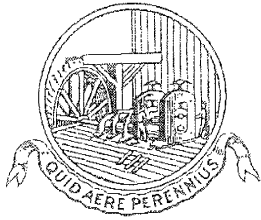
Mrs. Melissa Baldwin
Director of Special Education

For July 1, 2021- June 30, 2022, an amount not to exceed One Hundred Fifty-Nine Thousand Three Hundred Sixty-Eight Dollars and twenty-five cents (\$159,368.75) at the hourly rate of \$107.50 for Board Certified Behavior Analyst services;

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 bidding process. The Waterbury Special Services Department issued a Request for Proposal #6293, for Board Certified Behavior Analyst services for Waterbury students with disabilities.

Eight vendors submitted proposals. Our department formed a committee who reviewed the proposals and conducted interviews with the proposers. The committee consisted of Special Education Supervisors Stacey Kozlowski, Wendy Owen and Amy Simms. 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. Rob Davis scored the best of any of the proposers for the services requested.



Waterbury Public Schools

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

Mrs. Melissa Baldwin
Director of Special Education

The Committee then reviewed the hourly rates submitted by each proposer. Rob Davis submitted a high rate but his rate has not changed much over the years he has worked in the District. Mr. Davis' knowledge and experience in the autism field and in the District uniquely qualify him to be the BCBA to oversee our District. He also provides de-escalation and restraint training to our staff which the District would otherwise have to purchase.

Rob Davis has provided services to the District and the District is satisfied with them. A tax clearance is being obtained and the contract is paid with grant funds.

Respectfully Submitted,

Melissa Baldwin

Enc. Contract and RFP attachments

PROFESSIONAL SERVICES AGREEMENT

RFP No. 6293

for

Board Certified Behavior Analyst Services

between

The City of Waterbury, Connecticut

And

Robert Davis dba Summit Support Services

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 ("City") and Robert Davis dba Summit Support Services, located at 988 Guilford Center Road, Guilford Vermont 05301("Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 6293** for Board Certified Behavioral Analyst Services; and

WHEREAS, the City selected the Consultant to perform said services as set forth in **RFP No. 6293**; 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, materials, reports, plans, documents, 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 providing Board Certified Behavior Analysts to the Waterbury School District, to provide services to students between the ages of three to twenty-one (3-21) years with disabilities and behavioral needs, in accordance with each student's Individual Education Plan (I.E.P), and as more particularly detailed and described in **Attachment A** which 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 City of Waterbury Request for Proposal (RFP) Number 6293, for Board Certified Behavior Analyst Services, consisting of 10 pages, (excluding Contractor Compliance Packet and Sample Contract), attached hereto.
- 1.1.2 Addenda Number 1 to RFP Number 6293, dated January 30, 2019, consisting of 4 pages, attached hereto.
- 1.1.3 Consultant's response to RFP Number 6293, consisting of 26 pages, attached hereto.
- 1.1.4 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, 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 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 Any Amendment to this Contract
- 1.2.2 This Contract
- 1.2.3 Addendum #1 to RFP #6293
- 1.2.4 City of Waterbury RFP #6293
- 1.2.5 Consultant's response to City of Waterbury RFP #6293.
- 1.2.6 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. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors.

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 labor, services, materials, reports, plans, documents, deliverables, and incidentals shall conform in all respects with the requirements of all this Contract, and shall be of the highest professional standards. 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 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. Confidentiality/FERPA The Consultant 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 State Department of Education, as well as any policies, ordinances, rules

and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. The Consultant shall further ensure that the all social work interns 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 State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.9.1 Any and all materials contained in a City of Waterbury students' file that are entrusted to the 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 the Consultants shall be used solely for the purposes of providing services under this agreement.

3.9.2 The 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). The Consultant shall comply with the requirements of said statute and regulations, and 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, the Consultant or Sub-contractor 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 this Agreement are not the property of, or under the control of, the Contractor.

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 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.

3.10.3 The Contractor shall not 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 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.

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

3.10.6 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.

3.10.7 Student Data shall not be retained or available to the Contractor upon expiration of the contract 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 contract for the purpose of storing student-generated content.

3.10.8 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.

3.10.9 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.

3.10.10 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.

3.11. Representations Regarding Criminal Violations. The Contractor acknowledges and agrees that it is and shall be responsible for following the required background check procedures as set forth in the Connecticut General Statutes for any employee who would be in a position involving direct contact with students. Contractor further represents that all such employees have submitted to a check of the Department of Children and Families Abuse and Neglect Registry ("DCF Registry"); have stated whether they have ever been convicted of a crime or have any charges pending against them; and have undergone a comprehensive state and national criminal history review check. Contractor represents and warrants that each such employee has no history of any violations of the laws of the State of Connecticut pertaining to public health, have not been convicted of a crime, are not listed on the DCF Registry, and have no criminal investigations pending.

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 this Contract on July 1, 2019 and shall complete all work and services required under this Contract by June 30, 2022. The work and services as provided under this Contract shall be provided each year, during the school year and during the summer months. ("Contract Time"):

5.1. Time is and shall be of the essence for completion of 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. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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 **FOUR HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED SIX DOLLARS and TWENTY-FIVE CENTS (\$478,106.25)** and shall be in accordance with Consultant's proposal, with the basis of payment being as follows:

i. An amount not to exceed **ONE HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS and SEVENTY-FIVE CENTS (\$159,368.75)** per school year, at the rate of **One Hundred Seven Dollars and Fifty Cents (\$107.50)** per hour.

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 No. 6293** 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.

7. This section intentionally left blank.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), 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, 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 (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Consultant, its employees, any subcontractor, 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.

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.

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 & 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**

Consultant 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: **\$1,000,000.00** each claim.
\$1,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

9.4.6 Abuse/Molestation Liability Insurance: **\$250,000.00** each claim.
\$250,000.00 aggregate limit

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, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as additional insureds 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. 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 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 No. 6293 and (ii) the Consultant's proposal responding to the aforementioned RFP No.6293.

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: Rob Davis dba Summit Support Services
988 Guilford Center Road
Guilford, Vermont 05301

City: City of Waterbury
c/o Department of Special Education
236 Grand Street, Third 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 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 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:

ROBERT DAVIS DBA SUMMIT SUPPORT
SERVICES

By: _____
Robert A. Davis, Sole Proprietor

Date: _____

ATTACHMENT A

1. City of Waterbury Request for Proposal (RFP) Number 6293, for Board Certified Behavior Analyst Services, consisting of 10 pages, (excluding Contractor Compliance Packet and Sample Contract), attached hereto.
2. Addenda Number 1 to RFP Number 6293, dated January 30, 2019, consisting of 4 pages, attached hereto.
3. Consultant's response to RFP Number 6293, consisting of 26 pages, attached hereto.
4. Any and all amendinent(s) and Change Orders, issued by the City after execution of Contract, 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

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
(DEPARTMENT of EDUCATION)
(Title: Board Certified Behavior Analyst Services)
Bid # 6293

The City of Waterbury, Department of Education (hereinafter "City"), is seeking THREE (3) Board Certified Behavior Analysts (BCBAs) to provide services to the Waterbury Public Schools, its staff and to students with disabilities ages 3-21 with behavior needs and other related work as set forth in the scope of services below for the time period commencing July 1, 2019 through June 30, 2022.

A. Background and Intent

The purpose of this request is to obtain hourly cost proposals for the next three school years from reliable, experienced and licensed professional proposers who can provide behavior therapy services for one or more of the BCBA positions set forth in the scope of services.

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.
2. A proven track record in providing these types of or similar services for Connecticut school districts in a timely fashion within budget to the school district's satisfaction. List all school contracts your business has had for the last five years and the reason you no longer contract with the school if applicable. The City reserves the right to contact any of these school districts for a reference.
3. All three of the board certified behavior analysts proposed must be appropriately and currently licensed and certified as required by state and federal law and by the national board governing behavior analysts and their credentials.
4. In addition, the BCBAs must have a minimum of a master's degree in a relevant field, from an accredited institution, a doctorate is preferred, and advanced training, extensive knowledge and experience in Applied Behavior Analysis theory and practice working with students with disabilities, including students with autism spectrum disorder, in a school setting. The BCBAs must have experience supervising, training and collaborating with behavior therapists, teachers, registered behavior therapists, paraprofessionals and

- other school staff providing behavioral therapy and related services, and in overseeing student programs.
5. The BCBAs must be knowledgeable and experienced with state and federal special education laws, assessments and evaluations and with individual education plans. The BCBAs must have experience developing IEP goals and objectives, creating and modifying instructional and behavior support plans, attending PPT meetings and providing in-service and training to District staff as requested by the District. The BCBAs must have appropriate training, certification and experience in restraint and seclusion techniques and be able to train District staff in those techniques in compliance with State and federal law.
 6. All BCBAs proposed must have their professional licenses or degrees as required by law and must have completed drug tests, background checks, dcf registry checks and required training from the Department of Children and Families on the child abuse and neglect mandated reporter law.
 7. A proposer who will provide a BCBA(s) to the Waterbury Public Schools upon request without delay, including a substitute. The proposer agrees that the proposed BCBA(s) is subject to the Waterbury Public School's approval.
 8. A proposer who will maintain specific time records of services provided by staff as requested by Administration and maintain records in the form and manner as required by Waterbury Public Schools and the City of Waterbury.
 9. A proposer who will train the BCBA(s) in their legal obligations relating to the confidentiality of student information and insure that staff maintain and protect the confidentiality of student information and properly maintain all records relating to the students serviced by the proposer's staff and insure that the records are appropriately kept in the student's file.
 10. A proposer who will train their staff in following all laws, regulations, policies, directives and procedures of the Department of Special Education and Pupil Personnel, Board of Education, City of Waterbury and state and federal law which relate to the staff or services provided or the scope of services.

C. Scope of Services

1. The Proposer will provide the services of up to three fulltime Board Certified Behavior Analysts (BCBA) with the qualifications set forth above who will provide supervision, training and related services as requested by Administration for students with disabilities, pre-K through Grade 12, for up to 1,500 hours for each BCBA per year consisting of up to 181 days during the school year for up to 7.5 hours per day and up to 20 days during the summer for up to 5.5 hours per day.
2. One BCBA is needed for general supervision of all of the District schools and staff working with student behavior, for consultation by staff as needed, for student programming and evaluation as needed and for staff training in restraint and seclusion and other professional development and training needs of the District.
3. One BCBA is needed for supervision of the District's Pre-K through Grade 5 programs for students with behavioral needs and other disabilities including autism

4. One BCBA is needed for supervision of the District's high school and middle school programs for students with behavioral needs and other disabilities including autism.
5. Each Board Certified Behavioral Analyst shall have the following duties and responsibilities: oversee, monitor and improve student programs, develop appropriate Individual Education Plan goals and objectives for students, create or modify instructional and behavior support plans with school staff, work collaboratively with school staff and administration and families, provide professional development, provide training in restraint and seclusion techniques, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments and evaluations across settings (curriculum, environmental, preference, behavior), facilitate inclusion and transition efforts, including but not limited to transitions to schools and staff, coordinate district wide on-site visits as directed by administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to school staff as needed, upload reports and other documents on the Waterbury Public School's web-based IEP system, parent training and support as requested by administration and other related duties as directed by administration.
6. The Proposer shall maintain detailed records of all of the services it provides as requested by administration and will prepare reports describing their services as required by Administration and shall require all staff to utilize the Waterbury Public School's web-based Individual Education Plan (IEP) system for reports. All reports prepared by the proposer will be provided to administration prior to making them available to third parties.
7. The Proposer shall provide to the Waterbury Public School all required Medicaid documentation in a form and manner acceptable to the Administration and the City and which is in compliance with the State of Connecticut Department of Social Service and its rules and regulations.
8. The Proposer shall provide all substitutes for its staff who possess the same credentials and experience as the regular staff.

B. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from July 1, 2019 - June 30, 2022.

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.
3. 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)

4. 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 January 28, 2019**. 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 2:00 PM on January 30, 2019**. 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 the Waterbury Public School's 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 and provide the required insurance coverages set forth in the agreement. See Attachment B.
15. 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 **(5)** 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 5, 2019.**

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 school district, 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 price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should consist of the hourly rates of the staff proposed to perform the entire Scope of Services in this RFP for each school year for up to three (3) Board Certified Behavior Analysts (3) for up to 181 days each at up to 7.5 hours per day during the school year and up to 20 days each at up to 5.5 hours per day during the summer commencing July 1, 2019 through June 30, 2022. 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. 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

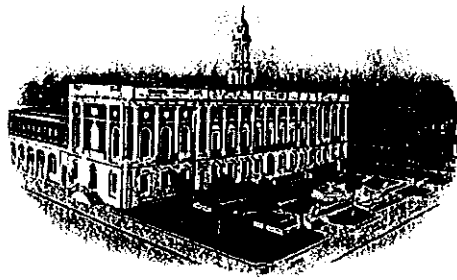
The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan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

January 30, 2019

Bid #: 6293

Project Title: Board Certified Behavior Analyst Services

The following questions have been submitted about this project.

1. Question: What is the typical caseload for therapists?

Answer: There is no typical caseload. The BCBA will supervise the students and staff within the schools assigned.

2. Question: How many schools are typically on a therapist's caseload?

Answer: We have one pre-K autism program, 20 elementary schools, three middle schools; three high schools, one magnet school (middle and high) one alternative school (middle and high) and one special education school (all grades). Please see the RFP, scope of services, for the description of the services needed for the different grades.

3. Question: How many working days for therapists each school year?

Answer: Working days are the school days (currently 181) and up to 20 days in the summer.

4. Question: On what date do you anticipate making this award and notifying vendors of the award status?

Answer: Soon after the department interviews the proposers.

5. Question: Who are the current vendors for BCBA services?

Answer: Easter Seal Rehabilitation Center of Greater Waterbury, Inc. and Robert Davis dba Summit Support Services. Constellation School based Therapy LLC provides BCBA supervision for the Registered Behavior Therapists it provides to the District.

6. Question: Are IEP meetings billable?

Answer: Yes.

7. Question: Are orientation sessions, professional development and other district-sponsored meetings billable?

Answer: It depends on the event and when the event takes place. If the BCBA is providing professional development it is billable. If they are attending, it is not billable. Preapproval by the District is required for billing.

8. Question: Are we allowed to bill for paperwork and documentation?

Answer: Yes, as long as it is within the hours and days requested in the RFP.

9. Question: Are we allowed to bill for mileage and travel between school sites?

Answer: No.

10. Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)

Answer: Up to 7.5 hours for a full day of school during the school year and up to 5.5 hours per day during the summer program which is no more than 20 days.

11. Question: Have your current vendors been able to meet all of your current BCBA needs?

Answer: Yes.

12. Question: How many BCBA's does the district have on staff?

Answer: The District has three from third party vendors (2) from Easter Seals and (1) from Robert Davis dba Summit Support Services.

13. Question: How many BCBA's openings does the district anticipate filling with this RFP?

Answer: Three, please see the RFP.

14. Question: Is the district open to contracting for part-time therapists?

Answer: No.

15. Question: Who is responsible for purchasing assessment equipment and supplies in order to provide services?

Answer: If the District is in need of supplies and assessment equipment, the District purchases them.

16. Question: What are the district's payment terms?

Answer: The District pays bills after their review and approval by the Department Head. The bills are then paid according to the City of Waterbury's payment procedures.

17. Question: Is the general supervision BCBA role currently occupied or is this in addition to the district's current general supervision BCBA?

Answer: Yes, it is currently occupied.

Question: Is supervision of RBT's an expectation of the BCBAs?

Answer: Not likely but District is unsure at this time.

Question: At which school (s) will the K-5 BCBA work?

Answer: The Pre-K to Grade 5 BCBA will work primarily at the Bucks Hill School Pre-K program and the Generali School autism program. Some work will be required at the other 18 elementary schools.

Question: What is the "required Medicaid documentation?" (Page 3 #7 of the RFP)

Answer: If the District determines it can bill Medicaid for BCBA services, the documentation is the paperwork from Medicaid describing the services provided to the Student.

18. Question: Is this a new need?

Answer: No.

19. Question: If not a new need, are there current vendors?

Answer: Yes. Please see above answer to 12.

20. Question: If current vendors, are you satisfied with their performance?

Answer: Yes.

21. Question: Will BCBAs be required to support non-public schools within the District area?

Answer: No but possibly the Charter School, Brass City.

22. Question: What are the current rates of pay?

Answer: \$81.94 an hour and \$100.00 an hour.

23. Question: How many hours per week are you in need of this service?

Answer: Services are needed for each school day for up to 7.5 hours during the school year. If there are 5 school days in a week, the total BCBA hours for that week are up to a maximum of 37.5 hours.

Thank you.

**Amy Lopez
Assistant Director of Purchasing – City of Waterbury**



SUMMIT SUPPORT SERVICES
Behavioral Consultation & Training

Proposal for Bid # 6293

Title: Board Certified Behavior Analyst Services

The City of Waterbury

(Department of Education)

COPY FIVE

Rob Davis, M.Ed., B.C.B.A.
988 Guilford Center Road * Guilford * VT * 05301
E-Mail: rdbehaviorself@yahoo.com * Ph: 802.579.3040

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1. Proposer Information

- a. Summit Support Services
- b. 988 Guilford Center Road, Guilford, Vermont 05301
- c. 2007
- d. Sole Proprietor. I am the owner and only employee. Summit Support Services is a licensed trade name in Vermont and Connecticut.
- e. Twelve years.
- f. Robert A. Davis, M.Ed, BCBA, Sole Proprietor. I received a Master's in Education and Applied Behavior Analysis in May of 1984 and began working for The Institute of Professional Practice, Inc. at that time. During my employment with them, I provided direct care, administrative, and clinical/behavioral services in a variety of positions (initially in residential and vocational settings). I became a Board Certified Behavior Analyst in 2005 and served as the Director of Training and Consultation Services and the Director of IPPI's Graduate Program in ABA. In that capacity I coordinated behavioral consultation services in a variety of CT school districts and provided direct training and consultation in aggression prevention and management. Upon leaving IPPI in 2007, I formed Summit Support Services in order to provide behavioral consultation services in CT, NH, MA, VT, and MD.

2. Experience, Expertise, and Capabilities

- a. As I stated earlier, I am the Sole Proprietor and only employee of Summit Support Services. As a behavioral consultant and trainer, I strive to provide the highest quality services to persons with special needs and to the individuals who support them (parents, teachers, administrators, behavior therapists, support staff, and para-professionals). My entire career has been spent working directly with individuals with severe cognitive and behavior problems and in providing training to others who work directly with this population. While there is often an initial emphasis on the management of the disruptive and aggressive behaviors exhibited by the individuals we serve, the primary and ultimate goal is to teach the academic and social skills required for these individuals to regulate their behavior independent of external assistance.

Recognizing that, in public school settings, there are not sufficient funds to provide for a behavior analyst full-time in every school, it has become increasingly important to work to build capacity in each school utilizing the existing staff. This requires training and support of all school personnel in order to ensure that there is a consistent and effective approach to the prevention of, and response to, behavioral excesses (at all levels: school-wide, class-wide, and individualized for each student). Staff training in this area is one of my strengths and one of my greatest pleasures.

In addition to providing clinical oversight to elementary, middle, and high school autism programs, and providing behavioral consultation to classes and

individuals across the District, I also developed and own a program of aggression prevention and management (SUPPORT), that teaches staff how to prevent and de-escalate aggressive and disruptive behaviors, and how to respond to those behaviors should they occur. In the last school year I have trained over 500 Waterbury employees in basic and advanced SUPPORT (aggression prevention and management) and Crisis Intervention Team responsibilities (as required by state statute). In addition, I provided ongoing consultation and refresher trainings in this area to multiple mainstream and self-contained programs in the City.

b. Waterbury Public Schools, Waterbury, CT.

Melissa Baldwin, Director of Special Education Services

Address: Chase Building, Waterbury, CT 06702

E-mail: mbaldwin@waterbury.k12.ct.us

Phone: 203.574.8017

Nature of Services: I have been affiliated with the Waterbury Public Schools in a number of ways for over fifteen years. I began providing training in aggression prevention and management on an as-needed basis while working for The Institute of Professional Practice, Inc. I then helped develop the autism program for pre-K students at the Bucks Hill annex. After leaving IPPI, I was asked to provide behavioral consultation services to the Waterbury Schools in 2006. In that capacity, I provided clinical direction and support to the elementary autism program at the Generali elementary school, as-needed behavioral consultation to other students throughout the district, and training in aggression prevention and management to Waterbury staff who worked with students who were physically aggressive. Based on its satisfaction with my work, and given the increasing needs for behavioral consultation in district, I was asked to provide behavioral consultation and training three days a week, then four days a week, and then five days a week (starting in August of 2015). I was then awarded a three-year contract to provide behavioral consultation and training across the district. In this capacity I conducted behavioral, ecological, and preference assessments, developed IEP goals and objectives, created behavior intervention plans and data collection systems, attended PPT's and parent conferences, coordinated with out-of-district and home care providers, and evaluated educational, social skills, and vocational curricula.

Given the behavioral and educational needs of a district the size of Waterbury, I have also spent time working with and training administrators, psychologists, social workers, teachers, and paras to perform many of the functions above in order to maximize behavioral services to increase the educational and social success of the students and to prevent them from going to more restrictive (and costly) in-district self-contained or out-of-district placements.

Cost of Services: (see 2016-2019 contract)

Contracts with the City of Waterbury:

I have had contracts for behavioral consultation and training services with the City of Waterbury for each of the last six years.

New Milford Public Schools, New Milford, CT

Laura Olson, Director of Special Services and Pupil Personnel
Address: 50 East Street, New Milford, CT 06776
E-mail: olsonl@newmilfordps.org
Phone: 860.488.4474

Nature of Services: Similar to my response describing my role in the Waterbury Schools, I began working in New Milford while employed by IPPI. For many years I provided aggression prevention and management training to school staff at all levels. When I became an independent behavioral consultant in 2006, New Milford approached me about providing behavioral consultation and staff trainings one day a week. I continued to do this for many years until my work in Waterbury had expanded and I no longer had the time to meet New Milford's needs. I was able to recommend another qualified behavior analyst to take my place there and I now only provide aggression prevention and management training to district staff on an annual and as-needed basis.

Cost of Services: \$125/hr

Fairfield Public Schools, Fairfield, CT

Linda Jeanne Schwartz, Coordinator of Elementary Education
Address: 501 Kings Highway East, Fairfield, CT 06825
E-mail: lschwartz@fairfieldschools.org
Phone: 203.255.8389

Nature of Services: I was contacted by Dr. Schwartz to provide consultation services for one student who attended middle school in Fairfield. This entailed weekly observations, meetings with teachers and support staff, conducting functional behavioral and preference assessments, developing behavior plans and data collection systems, training staff, and analyzing the data collected. In addition, I also provided aggression prevention and training to staff throughout the middle school. The consultation services ended when it was determined that the student would benefit from an out-of-district placement. I was recently asked to come back to the district to assist in the transition from their current aggression and management program to my Support training program.

Cost of Services: \$140/hr

Giant Steps, Inc., Southport, CT

Kathy Roberts, Director

Address: 309 Barberry Road, Southport, CT 06890

E-mail: kdrbts@aol.com

Phone: 203.814.7743

I have provided consultation and training services to the Giant Steps program for many years. Primarily, I have trained a number of their staff as SUPPORT Instructors and Coaches and provide annual re-certification training to those staff.

Cost of Services: Current rate for Instructor and Coach training

None of the services for these school districts had distinct beginning or end dates, in the conventional sense, as the services I provided were directed by the districts' needs at any given point in time (and I continue to provide periodic services to these programs). I worked with a teacher or directly with a student until the school directed me elsewhere based on the student's progress or because they had a greater need somewhere else. Where deadlines were given, I have been successful in meeting them to the satisfaction of those individuals who supervised my work.

c. Personnel Listing

Robert A. Davis, M.Ed, LBA, BCBA. I am the owner and sole employee of Summit Support Services (see attached resume)

d. Conflict of Interest

There now exist, or have existed in the last three years, no relationships, (business, financial, or personal) that constitute a conflict of interest in the City of Waterbury.

3. Statement of Qualifications and Work Plan

a. Qualifications.

I have been providing behavioral consultation and training services to individuals with a wide variety of special needs for thirty-six years. I have worked in residential ICF/MR group homes with adults with autism and behavioral challenges and started a vocational program for these same individuals. I developed and coordinated all of the required trainings for IPPJ as their Director of Training and Consultation Services and developed and coordinated a graduate program in Behavior Analysis for IPPJ staff. After obtaining my BCBA in 2005,

I became an independent behavioral consultant. In that capacity I have conducted functional behavioral assessments, preference assessments, ecological assessments, assessments of staffing needs, and vocational assessments. I have developed academic instructional plans and plans to reduce problem behaviors. I have developed data collection systems and have analyzed data to make program revisions. I have also trained staff, individually and in groups, to do many of these same tasks in order to build capacity in the district to be successful with students with cognitive and behavioral challenges. I have conducted parent trainings and have gone into student's homes (at the direction of the district) to conduct assessments and to develop plans that are coordinated with the school's efforts in support of their child. I have attended many PPT's and have excellent relationships with parents, advocates, and attorneys who have attended these meetings. I also developed a behaviorally-based program of aggression prevention and management training and have trained thousands of school staff in the science of human behavior, in the theory and practice of reinforcement and punishment, in the prevention of aggressive and disruptive behaviors, in the de-escalation of behaviors and in how to safely intervene should that become necessary. I have also conducted numerous trainings in creating and maintaining positive schools and classrooms.

Specific to the Qualifications listed in the RFP:

1. I have the experience and expertise to provide the type of services outlined in the Scope of Services (see above) and have been providing all of these services in some capacity to the Waterbury School district for a number of years (most recently having been awarded a three-year contract for this position in 2016).
2. I have a proven track record in three school districts here in Connecticut where I have provided behavioral consultation and training services (see Section 2 (b) above) and have excellent relationships with the administrators, staff, and parents in these districts.
3. I have been certified as a Board Certified Behavior Analyst (#1-05-2191) continuously since 2005. There have never been any grievances filed against me nor has my certification been suspended or revoked for any reason since receiving my certification. I am currently licensed in CT as a Behavior Analyst (#052).
4. I have a Master's degree in Education and Behavior Analysis and thirty-six years experience in the field. All of my work over the last twelve plus years has been in providing direct behavioral services to students with autism and other developmental delays and behavioral disorders and in training and supervising others to do so. I am also certified to supervise RBT's, BCaBA's, and BCBA's in training. Since obtaining my certification as a BCBA in 2005, I have fulfilled all of the Continuing Education requirements to maintain that certification, attending numerous conferences and trainings in my field. I am a Board member of the CT Association of Behavior Analysis and meet regularly to discuss behavioral issues and to work with other professionals on impacting behavioral services on a state-wide level.

5. As stated in a number of answers above, I have spent the last twelve plus years working in schools with special needs children. I am well acquainted with state and federal special education laws, assessments, evaluations, and individual education plans. I have extensive experience in the development of educational and behavioral IEP goals and objectives and in the implementation, analysis, and revision of the strategies to meet those objectives. I have provided numerous trainings in Waterbury and in other districts in CT in the same. As the developer and owner of the SUPPORT Training program, I have provided training and consultation in aggression prevention and management to thousands of school and agency staff over the last twenty-five years.
 6. I am a nationally Board Certified Behavior Analyst and am currently licensed Behavior Analyst in Connecticut. While I have undergone these checks and trainings in the past, while at IPPI in Connecticut and when working for a school district in Vermont, I have never been asked to do them as the behavioral consultant for the City of Waterbury. I would be happy to complete any checks or trainings as now required as a condition of this contract.
 7. As the sole employee of Summit Support Services, I would request that this requirement be waived. I have been the behavioral consultant for Waterbury for a number of years now and have not been absent frequently and have been able to complete any work missed due to absences. Any time of taken for vacations and holidays is consistent with the District calendar. Given the nature of this position, it would be ineffective to provide a substitute BCBA for a single day out of work due to illness.
 8. I have maintained time records for billing purposes and am willing to maintain any records requested of me by the City of Waterbury as a condition of this contract.
 9. I am trained in the legal obligations as they relate to client confidentiality and in the proper maintenance of student information and files in order to comply with confidentiality laws in Connecticut. As the sole employee of my company, the training of other BCBAs in my employ in this area is not applicable.
 10. I will abide by all of the laws, regulations, policies, directives, and procedures of the Department of Special Education and Pupil Personnel, Board of Education, City of Waterbury, and state and federal law that relate to the scope of services. As the sole employee of my company, the training of other BCBAs in my employ in this area is not applicable.
- b. Work Plan (related to Scope of Services)
1. I am responding to the RFP solely for the one position described in number two in the Scope of Services Section (C).

2. I began my consultation services with the Waterbury school district by providing clinical oversight and behavioral support to the elementary, middle, and high school autism programs, in addition to district-wide consultation and training. The behavioral needs of the district have grown and necessitate more than one BCBA in district. Therefore I am only applying for the district-wide BCBA position to provide general supervision of all the district schools. I believe that I can be most effective providing direct behavioral services to students in a variety of settings and to work to train and supervise district staff in providing quality educational and behavioral services to the greatest number of students through school-wide, class-wide, and student-specific strategies.

As I do currently under this contract I would provide behavioral consultation and training services to the staff and students of the Waterbury School district five days a week (during the school year) and use the remaining hours to provide consultation services to the extended year summer programs and to conduct trainings during the summer and prior to the start of the school year as directed by the Director of Special Education or her designee. Having done this work in Waterbury for a number of years now, it is impossible to lay out a day-to-day plan on how to meet the needs of the students in the district and of the staff who support them. Given the size of the district and the number of students served who have cognitive and behavioral difficulties, there is no plan that could be proposed that would not require significant tweaking as the school year progresses.

For a number of years now there has been a process for schools to access my consulting services to support a specific student, a self-contained classroom, or to provide training and support to the teachers and administrators in school-wide and classroom-wide initiatives. School administrators or clinical teams submit a Referral packet to their Special Education Supervisor who in turn submits it to the Director of Special Education. If approved, the Sped. Director forwards the referral packet to me and that student or program is placed on my list of active cases. I work closely with the Sped Director and Supervisors to prioritize the needs of the students on my list in order to organize my schedule. I typically schedule an initial visit to observe the student and to meet with relevant staff. Based on the specific services requested by the Team (FBA, observation, program or data review, etc.), I will then schedule the time to perform these services. Often, more critical issues arise, and I will, at the direction of the Sped Director, re-arrange my schedule to meet these more pressing needs.

At present, one day a week is set aside for me to provide initial and re-certification training in aggression prevention and management in basic and advanced SUPPORT for individuals and Crisis Intervention Teams. This has allowed me to train or re-certify between 400 and 500 Waterbury staff per year.

There are ongoing efforts within the district to build capacity to serve students with challenging behaviors and we have made great strides in reducing their dependence on a behavioral consultant for more routine issues. This frees up the behavioral consultant to do more training and to intervene

directly on the more challenging cases. One example of this is a BDLC classroom at a Waterbury middle school where I was called in to observe a student there who was having difficulties. In addition to working with the teacher and the paras to better support that one student, we developed a class-wide strategy for improving instruction and behavioral support. Within a few months, that classroom was running much more smoothly and required much less of my consultation time for any of the students.

Efforts are also underway to standardize assessments, forms and systems to allow for quicker training of staff, greater ability to move staff from one program to another, to transition a student from one program to another, and to assess procedural fidelity and programmatic outcomes. I would hope that we can continue to move in this direction to make the whole system more efficient.

I look forward to working with the District administration, the Special Education Director, the Special Education Supervisors, the Principals, and other school support staff to make the instructional and behavioral systems more efficient and effective throughout the district so that we are putting more effort into teaching and prevention than into responding to problem behaviors.

3. I am not applying for the Pre-K through Grade 5 autism program BCBA position.
4. I am not applying for the District's middle and high school autism program BCBA position.
5. As I currently hold this position, I believe that I have a positive and effective track record in carrying out all of the duties and responsibilities listed in this section. I would continue to work with the District and school personnel to develop systems and practices to effect positive academic and social change for all of the Waterbury students.
6. While I maintain detailed records of services that I provide to students in Waterbury, I have never been asked to upload my reports on to the web-based Individual Education Plan system for records. I would be happy to do so following training from district staff on what information they would like uploaded and on how to upload those documents. I would welcome this change as it would facilitate getting the information to all of the relevant school personnel prior to it being shared with third parties.
7. Any Medicaid documentation requested of me would be provided in a manner acceptable to the Administration of the City and in compliance with the State of Connecticut Department of Social Service and its rules and regulations.
8. As I am the sole employee of my company, I am asking that this requirement be waived. I have been employed as a behavioral consultant in Waterbury for many years and do not have a significant number of absences during my time there. I have always worked to meet all of the requirements of my position.

and have endeavored to make up any work missed for any days that I could not be in district. As I only get paid for the hours that I work, any time that I am unable to make up due to an absence would not be charged to the District.

c. Services Expected of the City

The City will need to provide training in any district regulations, policies or procedures that are related to the position and duties of a district behavioral consultant. The City will also need to ensure that there is one or more persons designated to work with the behavioral consultant on assigning cases, providing timeframes and deadlines, and acting as a liaison between the district administration and the behavioral consultant. The City should ensure that there are persons assigned to communicate with the schools with regard to scheduling time for the consultant to meet with relevant staff when conducting observations or assessments and that each school designates someone to provide quality assurance with regard to procedural fidelity when the consultant is not in the school building. In order to comply with the new regulations regarding seclusion and restraint training, the district will need to allow staff sufficient release time in order to train those individuals to a standard commensurate with best practice in this area.

4. Cost Schedule

The fee for the 1,467.5 hours of service is included in the sealed envelope accompanying this proposal.

As an independent consultant and the sole employee of Summit Support Services, this fee covers all costs incurred by me in the running of the business, including, but not limited to: health insurance, liability insurance, travel expenses, office supplies, social security payments, etc.

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

- a. No
- b. No
- c. No
- d. No
- e. No
- f. No
- g. No

6. Exceptions and Alternatives

The only exception I would like made to the proposal is the one that requires that a substitute be provided should the original staff be unable to fulfill their duties on any given day. As I have no other employees and perform this work as an independent consultant, I would be unable to provide for a substitute staff. Given that I have done this work for Waterbury for many years now, and have never had someone substitute for me,

I believe that a substitute for this position is not necessary. In the event that I am absent (which does not happen very often) I can either make up the hours writing reports, developing program plans, etc. at another time (evenings, weekends, holidays, etc.) at the discretion of the Director of Special Education, or her designee, or would simply not be paid for any time missed.

7. Additional Data

It is important to note that the BCBA covering all of the District schools, with the exception of the autism programs, has an extremely challenging job. In a District the size of Waterbury, that outpaces only a small percentage of its special needs students, the BCBA must develop and maintain positive relationships with all parties (administrators, parents, teachers, support staff, paraprofessionals, and students). In addition to providing direct behavioral services, the BCBA must work with and train relevant staff to perform assessments, collect data, develop and implement effective educational and behavioral strategies, prevent and respond to disruptive and aggressive behaviors, and maintain a positive attitude at all times.

In the years that I have been in Waterbury, I believe that I have developed those relationships and have provided much of that training. I have gained the respect and trust of the staff and provide an optimistic approach to working with challenging students. I am always willing to roll up my sleeves and model the appropriate teaching and behavioral strategies, as well as implement the very physical response strategies that I taught them in their SUPPORT classes. An advantage of being a BCBA who directly interacts with the students during times of crisis, is that I can then tailor the aggression prevention and management staff trainings to the specific needs of the students who they serve.

Through these efforts we have been able to see vast improvements in many of the students we have worked with and have been able to maintain students in their least restrictive environments, preventing them from being moved to self-contained classrooms or from being placed out of District.

I believe strongly that we need to continue working on systems changes that will create positive and effective schools so that fewer students will need to exhibit challenging behaviors and that will allow students, teachers, paras, and administrators to feel more successful in their endeavors.

I am also proud of the fact that Waterbury has been able to comply with the ever-changing regulations regarding the use of restraint and seclusion in CT schools. This is a difficult task for a District of this size and it has taken a tremendous effort from a large number of people for us to meet this challenge. By training so many staff in aggression prevention and management, we have been able to prevent a lot of injury to district personnel. To the best of my knowledge, there have never been any civil or criminal charges brought against staff or school districts for students being injured during incidents involving the use of restraint or seclusion in the twenty-five plus years that I have been providing training in this area.

I look forward to continuing this work over the next three years and hope that I am given that opportunity.

Robert A. Davis, M.Ed, LBA, BCBA
988 Guilford Center Road, Guilford, Vermont 05301
Ph: 802.579.3040 * E-mail: rdbehaviorself@yahoo.com

PROFESSIONAL EXPERIENCE

OWNER/MASTER TRAINER: SUPPORT TRAINING (A PROGRAM OF AGGRESSION PREVENTION & MANAGEMENT)

Developed a behavioral-based program to teach staff and parents to assist persons to reduce or eliminate challenging behaviors and to safely manage those behaviors once they occur. Instruction is provided directly to care givers or to individuals training to become SUPPORT Instructors. Currently provide SUPPORT training to individuals, agencies, and schools in Vermont, Massachusetts, Connecticut, New Hampshire, and Maryland.

BEHAVIORAL CONSULTANT/TRAINER/OWNER, SUMMIT SUPPORT SERVICES (January 2005 - present)

Provide behavioral consultation and training to public/private schools, residential & vocational agencies, & families in Connecticut. Conduct behavioral assessments, develop instructional and behavioral strategies, train staff and families to implement programs and collect data, analyze data for program efficacy and design program revisions. Primary focus of consultation practice is children on the autism spectrum and children with severe emotional and behavioral challenges. Conduct trainings in Functional Behavior Assessment, program design, implementation and analysis, Creating Positive Classrooms, Effective Parenting, and Aggression Prevention & Management

INSTITUTE OF PROFESSIONAL PRACTICE, INC., Concord, New Hampshire & Woodbridge, Connecticut (December 1982 - January 2005)

Developer/Coordinator of Graduate Program for Agency Employees. Responsible for the development of the curriculum, hiring instructors and organizing classes for a graduate program in Behavior Analysis through Johnson State and Fitchburg State Colleges.

Director of Consultation & Training. Responsible for the development and coordination of objective-based new employee and ongoing training for a human service agency of 500 employees. Developed and implemented an agency-wide quality assurance system. Responsible for coordinating behavioral consultation services to agencies and schools in Connecticut.

Director of Residential (ICF/MR) and Vocational Services. Responsible for all aspects of the development and oversight of a residential and vocational program for adults with autism and other developmental disabilities. Developed policies and procedures, hired and trained staff, worked with various regulatory agencies, coordinated with families, developed vocational opportunities, and managed a budget in excess of five million dollars. Primary population served: individuals on the autism spectrum and those with severe behavioral challenges.

ICF/MR Facility Coordinator. Responsible for the hiring and training of staff. Conducted instructional and behavioral assessments, developed instructional and behavioral programs, developed data collection systems. Worked closely with family members to ensure consistency across environments. Maintained records to ensure adherence to best practice and compliance with state and federal regulations.

Robert A. Davis

ADDITIONAL PROFESSIONAL SKILLS

Developer/Owner of SUPPORT Training, a Program of Aggression Prevention & Management. Developed a behavioral-based program to train staff and family members to assess the causes of behavior, to teach replacement behaviors, to design strategies to reduce or eliminate challenging behaviors in individuals with special needs and to physically respond safely to aggression. Also provide Train-the Trainer classes for agencies and schools who wish to have in-house SUPPORT Instructors.

Objective Based Team Building. Provide training to schools and organizations to promote teamwork, communication, conflict resolution, and productivity.

EDUCATION AND PROFESSIONAL AFFILIATIONS & MEMBERSHIPS

Completed a number of courses in a Doctoral Program in Educational Leadership, University of Bridgeport, Bridgeport, CT

New England Behavioral Group. Started and coordinated an informal association of local behavior analysts at Post University.

Masters of Education, *Education and Applied Behavior Analysis*, Johnson State College, Johnson, Vermont (1984)

Bachelors of Science, *Political Science*, Drew University, Madison, New Jersey (1979)

Board Certified Behavior Analyst, Behavior Analyst Certification Board (2005).
Certification # 1-05-2191

Licensed Behavior Analyst, CT. License # 052

Member, International Association of Behavior Analysis

Board Member, CT Association of Behavior Analysis

PROFESSIONAL PRESENTATIONS

Young Adult Institute, New York, NY

The Association for Persons with Severe Handicaps, Chicago IL

Connecticut Association of Adoptive and Foster Parents

Southern Connecticut State University "Inside the School-House Door" Conference

Various Colleges, Public and Private Schools, and Parent Groups

References available upon request



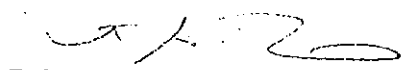
SUMMIT SUPPORT SERVICES
Behavioral Consultation & Training

January 30, 2019

To Whom it May Concern:

As the Sole Proprietor of SUMMIT Support Services, I authorize and request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in the responses to this RFP.

Sincerely,


Robert A. Davis, M.Ed., LBA, BCBA

Rob Davis, M.Ed., B.C.B.A.
988 Guilford Center Road * Guilford * VT * 05301
E-Mail: rdbehaviorself@yahoo.com * Ph: 802.579.3040

Attachment A

CORPORATE RESOLUTION

CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

DEBARMENT FORM

ANNUAL STATEMENT OF FINANCIAL INTEREST

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

SS: WATERBURY

County of NEW HAVEN

ROBERT DAVIS, being first duly
sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or
of SUMMIT SUPPORT 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.

☒ 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	ROBERT DAVES	SOLE PROPRIETOR	SUMMIT SUPPORT SERVICES	BUS. SERV.	
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	ROBERT DAVIS	SOLE PROPRIETOR	SUMMIT SUPPORT SERVICES	BUS. SERV.	
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			
2	N/A		
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			
2	N/A		
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				
2	N/A			
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 Summit Support Services	CONNECTICUT & VERMONT	WATERBURY, CT
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.

By: RD ROBERT DAVID
Name of General Partner/ Sole Proprietor
988 GUILFORD CENTRAL RD GUILFORD, VT
Address of Business 05301

Its: _____
Title _____

**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:

ROBERT DAVIS

SUMMIT SUPPORT SERVICES

Print Name and Title of Authorized Representative:

ROBERT DAVIS, SOLE PROPRIETOR

Signature of Authorized Representative:

[Signature]

Date: 11/30/19

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2018)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

BEHAVIORAL SERVICES

(Service or Commodity Covered by Contract)

7/1/16 - 6/30/19

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2018)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

BEHAVIORAL SERVICES

(Service or Commodity Covered by Purchase Order)

7/1/16 - 6/30/19

(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 2018)
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 §40.51 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 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 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.

SUMMIT SUPPORT SERVICES
(Name of Company, if applicable)

R. A. Davis
Signature of Individual (or Authorized Signatory)

1/30/19
Date

ROBERT DAVIS, SOLE PROPRIETOR
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
236 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 1/30/19 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.

195-44-3391
Social Security Number
or Federal Identification Number

Robert Davis
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 ROBERT DAVIS
By: SOLE PROPRIETOR
(Title)
Business Address: 908 GUILFORD CENTRAL RD
(City, State, Zip Code)
GUILFORD VT 05301
E-mail: r.davis@scifeyah.com
Phone: 802.579.3040

Date: 1/30/19

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.