



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: July 31, 2018

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Committee Meetings – Thursday, August 2, 2018,
5:30 p.m., Waterbury Arts Magnet School Media Center
Notice of Regular Meeting – Thursday, August 16, 2018,
6:30 p.m., Waterbury Arts Magnet School Atrium

The Committees of the Board of Education will meet on Thursday, August 2, 2018, 5:30 p.m., Waterbury Arts Magnet School, Media Center, 16 South Elm Street, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

1. Committee of the Whole/3 minutes ~ Request approval of a College Facility Request/Reservation Agreement with Naugatuck Valley Community College – M. Baldwin, E. Skoronski.
2. Committee on Finance/5 minutes ~ Request approval of an Agreement with Springfield College for Social Work Internships – M. Baldwin, E. Skoronski.
3. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with AAA Nursing Care, LLC to provide nursing services – M. Baldwin, E. Skoronski.
4. Committee on Finance/5 minutes ~ Request approval of an Agreement with Joseph Caiazzo, d/b/a Abbey Vending, to provide messenger/courier services – R. Brenker.
5. Committee of the Whole/3 minutes ~ Reappointment of Nancy Vaughan as the Department of Education’s representative to the Greater Waterbury Cable Council.
6. Committee on Policy/10 minutes ~ Request approval of revisions to the Board of Education Bylaws #9010 – Commissioner Sweeney.
7. Committee on Policy/5 minutes ~ Request approval of the new policy “Electronic Participation” #9005 – Commissioner Sweeney.
8. Committee of the Whole/10 minutes ~ Presentation: Electronic Meeting Demonstration – W. Zhuta.
9. Committee of the Whole/3 minutes ~ Request approval of revisions to the 2018/19 School Year Calendar – D. Schwartz, W. Zhuta.
10. Committee on Curriculum /10 minutes ~ Discussion: District Technology Plan (no backup) – D. Schwartz, W. Zhuta.

11. Committee of the Whole/10 minutes ~ Update: School Facilities status for new school year – R. Brenker.
12. Committee on School Facilities & Grounds/2 minutes ~ Use of school facilities by school organizations and/or City departments.
13. Committee on School Facilities & Grounds/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests.
14. Superintendent's Notification to the Board/5 minutes:
 - a. Athletic appointments:
Clough, Kaitlyn – Duggan, Girls Basketball Coach, eff. 01/01/19.
O'Neill, Patrick – WAMS, Unified Sports Associate Coach, eff. 08/27/18.
Shepherd, Myrania – WHS, Head Cheerleading Coach, eff. 08/23/18.
 - b. Grant funded appointments effective immediately:
Coia, Cynthia – ESL Teacher, Adult Education, \$32.00 p/hour, part time and without benefits, funded by Adult Education.
Curci, Joseph – Science Teacher, Adult Education, \$32.00 p/hour, part time and without benefits, funded by Adult Education.
Hayes, Deborah – Parent Liaison, WMS, \$15.12 p/hour, full time, non-union with benefits, funded by Title I.
Peralta, Juan Carlos – Hall Duty Monitor, NEMS, \$90.00 p/day, part time and without benefits, funded by Title I.

c. Teacher new hires:

LAST	FIRST	SCHOOL	ASSIGNMENT	DOH
Drewry	Emily	Kennedy	ELA	8/23/2018
Field	Lauren	W. Cross	Gr 2	8/23/2018
Herbert	Sharell	Wallace	ELA Gr. 7	8/23/2018
Johnson (Wilkins)	Mariah	Tinker	Gr. 2	8/23/2018
Kabusk	Alyssa	West Side	Guidance Counselor	8/23/2018
Kulesza	Kimberly	West Side	ELA	8/23/2018
Lance	Michele	Bunker Hill	Gr 4	8/23/2018
Lundquist	Jessica	Wallace	ELA Gr. 7	8/23/2018
Maxhari	Marinela	West Side	Math Gr. 7	8/23/2018
Mitchell	Deszreen	Bunker Hill	Gr 5	8/23/2018
Osborne	Arielle	Kingsbury	Gr 4	8/23/2018
Scarfone	Concetta	WAMS	WL-Spanish/Italian	8/23/2018
Shinskie	Shannon	Wilby	ROTC Instructor	8/01/2018

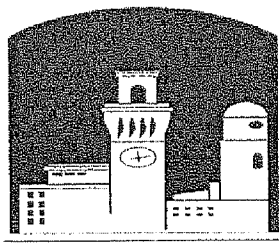
d. Resignations:

Cocco, Lynn – CHS Guidance Counselor, effective 06/30/18 (correction – previously listed as retirement).
Coyle, Kerry – CHS English/Language Arts, effective 07/19/18.
DeFilio, Rachel – Tinker grade five, effective 07/24/18.
George, Phelan – NEMS Technology Education, effective 07/17/18.
Julian, Kate – Tinker BDLC grade 3 – 5, effective 07/25/18.
Razz, Jamie – Regan grade two, effective 07/18/18.
Sloat, Sean – WCA Math, effective 07/16/18.
Sweeny, Sarah – Bucks Hill Special Ed, effective 07/31/18.
Tichon, Joanne – WHS Family Consumer Science, effective 07/27/18.
Tremose, Kathleen – CHS Biology, effective 06/21/18.
Velodota, Danielle – Chase grade five, effective 07/18/18.
Weedon, Virginia – Bucks Hill, Library Media Specialist, effective 07/27/18.

EXECUTIVE SESSION

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education



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

July 31, 2018

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

And

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

Re: Approval of a contract between the City of Waterbury and
Naugatuck Valley Community College

Dear Honorable Commissioners and Aldermen:

I respectfully request that you approve a contract between the City of Waterbury and Naugatuck Valley Community College (NVCC) for the Waterbury Public School's use of a room on campus for a Transition Learning Center Program for our students with disabilities. 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.

No cost is associated with the contract which covers the 2018-2019 school year. This program within the college campus enables the District to provide a unique transition learning program for its older students with

disabilities. Transition services are required to be given to older students under the Individuals with Disabilities Education Act (IDEA) and this contract with NVCC helps the District provide its students with a valuable transition opportunity. The District is very satisfied with the collaboration provided by NVCC and looks forward to providing the program again this year. A tax clearance is being obtained and will be submitted when received.

In conclusion, I respectfully request that the contract with NVCC for the Special Education Department's Transition Learning Center program be approved.

Sincerely,

A handwritten signature in cursive script, reading "Melissa Baldwin".

Melissa Baldwin

Enc. contract

CONNECTICUT COMMUNITY COLLEGES
COLLEGE FACILITY REQUEST / RESERVATION AGREEMENT

for use of college facilities by external and community organizations

Please direct all communications to:
 Naugatuck Valley Community College
 750 Chase Parkway
 Waterbury, CT 06708
 Ed Clancy, Associate Registrar (203) 575-8087
ecclancy@nv.edu

COLLEGE / STATE	AGENCY NAME AND ADDRESS - Board of Trustees of Community-Technical Colleges	AGENCY NO.
CONTRACTING AGENCY	on behalf of Naugatuck Valley Community College, 750 Chase Parkway, Waterbury, CT 06708	CCC78000 / CCC7708

SECTION I. TO BE COMPLETED BY REQUESTING / SPONSORING ORGANIZATION:

(College relies on this information which therefore becomes part of any approved Agreement.)

SPONSORING ORGANIZATION	ORGANIZATION NAME:	City of Waterbury Department of Education	CONTACT PERSON:	Wendy Owen
	ORGANIZATION ADDRESS:	236 Grand Street	BUSINESS PHONE:	203-574-8017
		Waterbury, CT 06702	EMAIL:	wowen@waterbury.k12.ct.us
	CO-SPONSOR (if applicable):		FAX:	n/a

EVENT INFORMATION / REQUEST FOR USE OF COLLEGE FACILITIES	TITLE and DESCRIPTION OF EVENT or ACTIVITY: Transition Learning Center Program		
	SPACE(S) REQUESTED: S413 as dedicated classroom		NUMBER EXPECTED TO ATTEND: 10-12 plus 2 staff
	EVENT DATE(S) and TIME(S): Monday through Friday, 8/20/2018 to 8/28/2019 (Following Waterbury Public Schools Calendar)	WILL FOOD and BEVERAGE BE SERVED? FOOD <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No BEVERAGE <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No DESCRIPTION OF FOOD / BEVERAGE: CATERING BY: Company Name Phone *All food service must comply with Appendix A, H, 2 (Page 4)	
	SPECIAL EQUIPMENT and SET UP REQUIREMENTS (to be included as part of base Rental Fee): AV Equipment (specify TV, VCR, DVD, projector (type), microphones (#), other): None Other Equipment (specify chairs (#), rectangular tables (#), round tables (#), podium, coat rack, other): None Special setup / instructions (ADA, floor plan, setup, etc.): None Once reservation is approved, SPONSORING ORGANIZATION must contact COLLEGE at least 10 days prior to Event to confirm equipment and set up needs.		
REQUESTOR NAME:	REQUESTOR TITLE / CAPACITY IN WHICH REQUEST MADE:	DATE REQUEST SUBMITTED:	
Wendy Owen	Waterbury Director of Special Services	5/15/2017	

FOR COLLEGE INTERNAL USE ONLY

RECEIVED

JUL 12 2018

NVCC
 Dean of Administration

SECTION II. TO BE COMPLETED BY AUTHORIZED COLLEGE OFFICIAL:

(Request for meeting space does not a guarantee a reservation; no space can be reserved until Section II is completed and both parties have signed in Section III.)

FACILITY RESERVATION INFORMATION AND OTHER SERVICES	COLLEGE AGREES TO RESERVE THE ROOM(S) and TIME(S) AS INDICATED BELOW FOR THE ORGANIZATION AND EVENT DESCRIBED IN SECTION I.					
	Day(s) of Week:	Date(s):	Client setup time:	Start time:	End time:	Campus / Building / Room:
	Monday through Friday	8/20/2018 through 6/28/2019, following Watebury Public Schools calendar	7:00AM	8:00AM	3:00PM	Student Center, room S413
COLLEGE AGREES TO PROVIDE NORMAL BUILDING MAINTENANCE, SECURITY AND UTILITY SERVICES and SPECIAL EQUIPMENT / SET-UP AS SPECIFIED IN SECTION I.						
COLLEGE AGREES TO PROVIDE THE FOLLOWING ADDITIONAL SERVICES (check those which apply. An additional fee will be charged unless "included" is indicated.)			SPONSORING ORGANIZATION AGREES to the following Terms and Conditions:			
<u>Included</u>	<u>Extra Cost</u>		To obtain college pre-approval for any event promotion using College name or posting of signs or other information at College location. To remove all signs and event materials immediately upon event conclusion. To provide any ADA accommodations for event not related to College facilities. To abide by all applicable College rules and regulations. To carry sufficient public liability/property damage insurance so as to "save harmless" the State and College from any insurable cause whatsoever, and (if checked): <input checked="" type="checkbox"/> To provide certificates of such insurance in the amount of \$1,000,000 by 8/15/2018 To obtain all special permits and licenses required for event. To comply with all applicable laws, regulations and Executive Orders. This agreement shall be governed by the laws of the State of Connecticut. Any claims made against the State shall be in accordance with Chapter 53, C.G.S.			
<input type="checkbox"/>	<input type="checkbox"/>	IT / media technical support				
<input type="checkbox"/>	<input type="checkbox"/>	Coordination services				
<input type="checkbox"/>	<input type="checkbox"/>	Catering (separate order form required)				
<input type="checkbox"/>	<input type="checkbox"/>	Parking				
<input type="checkbox"/>	<input type="checkbox"/>	Additional police, fire or event security				
<input type="checkbox"/>	<input type="checkbox"/>	Maintenance / custodial service				
<input type="checkbox"/>	<input type="checkbox"/>	Other (specify)				
Provide or attach any special instructions re checked items:						
No support service charges for this event.						
Sponsoring Organization agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Sponsoring Organization or its employees, agents, event attendees or members.						

TERMS AND CONDITIONS	Terms and conditions of this Agreement are described more fully continuing on Page 3, Section IV.	
COST AND SCHEDULE OF PAYMENTS	SPONSORING ORGANIZATION AGREES TO PAY THE FOLLOWING (check those which apply):	
	<input type="checkbox"/> DAMAGE DEPOSIT OF (amount) \$ _____ DUE BY (date) _____ <small>SPONSORING ORGANIZATION is responsible for any damage to the COLLEGE facility resulting from the Event. COLLEGE will perform an inspection within 2 business days following Event and inform Sponsoring Organization of any damages; COLLEGE will apply deposit (if any) to cost of repairs and refund balance or invoice difference to Sponsoring Organization.</small>	
	<input type="checkbox"/> BASE RENTAL FEE OF (amount) \$ _____ <input checked="" type="checkbox"/> NO RENTAL FEE REQUIRED <input type="checkbox"/> FEES FOR OTHER ADDITIONAL SERVICES (specify amount(s) and due date(s)): _____ Total contract (excluding damage deposit) is not to exceed \$0	
	Reservation may be cancelled with no penalty by giving the MINIMUM BUSINESS DAYS' WRITTEN NOTICE indicated => <u>10</u> MINIMUM BUSINESS DAYS' SPONSORING ORGANIZATION will be charged as follows for reservations cancelled with less notice: <u>N/A</u> WRITTEN CANCELLATION NOTICE WEATHER: In case of inclement weather, COLLEGE class cancellations are broadcast over local radio and television stations. When classes are cancelled, or facility opening is delayed for weather-related or other reasons not under College control, all events scheduled during the same timeframe will likewise be cancelled with full refund.	

SECTION III. ACCEPTANCES AND APPROVALS		STATUTORY AUTHORITY C.G.S. 4a-52a, 10a-151b	
SPONSORING ORGANIZATION AUTHORIZED SIGNATURE	TYPE OR PRINT FULL NAME AND TITLE of person signing	DATE SIGNED	
By signing, individual certifies he/she has authority to act on behalf of Sponsoring Organization and agrees, on its behalf, to the terms and conditions specified in this Agreement.			
COLLEGE AUTHORIZED SIGNATURE / DATE	TYPE OR PRINT FULL NAME AND TITLE of person signing	DEAN OF ADMINISTRATION REVIEWED & DATE	
<i>Daisy Cocco De Filippis</i> 7/20/18	Daisy Cocco De Filippis, President, NVCC	<i>Janet E.</i> 7/10/18	
CCC FRRA		Page 2	

SECTION IV. - TERMS AND CONDITIONS

A. Non-Discrimination

(a)(1) For the purposes of this Paragraph A, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (i) who are active in the daily affairs of the enterprise, (ii) who have the power to direct the management and policies of the enterprise, and (iii) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sec. 32-92r; 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. (a)(2) For purposes of this Paragraph A, "Commission" means the Commission on Human Rights and Opportunities. (a)(3) For purposes of this Paragraph A, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b)(1) The Sponsoring Organization agrees and warrants that in the performance of the contract such Sponsoring Organization 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 or physical disability, including, but not limited to, blindness, unless it is shown by such Sponsoring Organization 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 Sponsoring Organization 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, or physical disability, including, but not limited to, blindness, unless it is shown by the Sponsoring Organization that such disability prevents performance of the work involved; (b)(2) The Sponsoring Organization agrees, in all solicitations or advertisements for employees placed by or on behalf of the Sponsoring Organization, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (b)(3) The Sponsoring Organization agrees to provide each labor union or representative of workers with which the Sponsoring Organization has a collective bargaining agreement or other contract or understanding and each vendor with which the Sponsoring Organization has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Sponsoring Organization's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (b)(4) The Sponsoring Organization agrees to comply with each provision of this Section and Conn. Gen. Stat. Secs. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253, Conn. Gen. Stat. Sec. 46a-68e and Conn. Gen. Stat. Sec. 46a-68f; (b)(5) The Sponsoring Organization 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 Sponsoring Organization as relate to the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56. If the contract is a public works contract, the Sponsoring Organization agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Sponsoring Organization's good faith efforts shall include, but shall not be limited to, the following factors: The Sponsoring Organization'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.

(d) The Sponsoring Organization shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Sponsoring Organization shall include the provisions of subsections (b)(1-5) of this Paragraph A 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 Sponsoring Organization 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 Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253; provided if such Sponsoring Organization becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Sponsoring Organization 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.

(f) The Sponsoring Organization agrees to comply with the regulations referred to in this Paragraph A as they exist on the date of this agreement and as they may be adopted or amended from time to time during the term of this agreement and any amendments thereto.

(g) The Sponsoring Organization agrees to the following provisions: The Sponsoring Organization agrees and warrants that in the performance of the agreement such Sponsoring Organization 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 the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Sponsoring Organization agrees to provide each labor union or representative of workers with which such Sponsoring Organization has a collective bargaining Agreement or other contract or understanding and each vendor with which such Sponsoring Organization 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 Sponsoring Organization's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Sponsoring Organization agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, the Sponsoring Organization 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 Sponsoring Organization which relate to the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56.

(h) The Sponsoring Organization shall include the provisions of the foregoing paragraph 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 Sponsoring Organization 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 Conn. Gen. Stat. Sec. 46a-56; provided, if such Sponsoring Organization becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Sponsoring Organization 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.

B. Americans with Disabilities Act

This clause applies to those Sponsoring Organizations which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Sponsoring Organization represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Sponsoring Organization to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the State upon notice to the Sponsoring Organization. Sponsoring Organization warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Sponsoring Organization to be in compliance with this Act.

C. Executive Orders

(a) Executive Order No. 3: Nondiscrimination. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. The Sponsoring Organization agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 17: Connecticut State Employment Service Listings. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the Contracting Agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting Agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(c) Executive Order No. 16: Violence in the Workplace Prevention Policy. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree: (1) The Sponsoring Organization shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined herein. (2) "Weapon" means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. "Dangerous instrument" means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. (3) The Sponsoring Organization shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (4) The Sponsoring Organization shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Sponsoring Organization shall insure and require that all employees are aware of such work rules. (5) The Sponsoring Organization further agrees that any subcontract it enters into in the furtherance of work to be performed under this contract, shall contain provisions (1) through (4) of this section. (6) In addition, the parties to this contract agree that the provisions herein which apply to the state work site under Executive Order No. 16 shall also apply to the Client work site under this contract.

(d) Executive Order No. 7B: Integrity in State Contracting. This contract is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Reil, promulgated on November 16, 2005 and, as such, this contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 7B. The parties to this contract, as part of the consideration hereof, agree: (1) The State Contracting Standards Board ("Board") may review this contract and recommend to the State Contracting Agency, termination of this contract for cause. The State Contracting Agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the State Contracting Agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this sub-section, "for cause" means a violation of the State Ethics Code (Connecticut General Statutes Chapter 10), or violation or reckless disregard of any state contracting and procurement process by any person substantially involved in this Contract or State Contracting Agency. (2) For purpose of the section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real estate following transfer of title. (3) Effective January 1, 2006, notwithstanding the contract value listed in Connecticut General Statutes (C.G.S.) sections 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said sections. Certification by agency officials or employees required by C.G.S. 4-252 shall not be affected by this section.

D. Laws and Regulations

(a) This contract, and any and all disputes arising out of or in connection therewith, shall in all respects be governed by the laws of the State of Connecticut. (b) Sponsoring Organization, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.

(c) The Sponsoring Organization agrees that the sole and exclusive means for the presentation of any claims against the State, the Board of Trustees of Community-Technical Colleges, or the College, arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Sponsoring Organization further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

E. Indemnification

Sponsoring Organization hereby agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Sponsoring Organization or its employees, agents or subSponsoring Organizations.

F. Insurance

The Sponsoring Organization agrees that while receiving or performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be received or performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency.

G. Board of Trustees of Community-Technical Colleges Policy on Use of Community College Facilities

Notwithstanding any other provision of this agreement, Sponsoring Organization agrees to the provisions of the Board of Trustees' policy on use of community college facilities as reproduced in this Section G and any College policies and procedures not inconsistent herewith as outlined in Section H, College Rules and Regulations.

The policies enunciated herein derive from a conviction that the facilities of the community colleges should be generally available to the greater community. This conviction rests on two assumptions. The first holds that an institution of higher education should be an open forum for the exchange of ideas. The second relates to the community service function of the comprehensive community college, a key component of which is the use of college resources by responsible persons and groups within the region served by the college. This implies that the college should reach out into the community to encourage utilization of the resources of the college, including its physical facilities.

However, no organization whose primary purpose is other than academic or student-centered shall be domiciled or have permanent location at a college facility without the approval of the board of trustees. The board reserves the right to grant exceptions to the facilities use policy if it determines that an arrangement is consonant with the mission of the comprehensive community college.

Utilization of college facilities shall be afforded without regard to the race, color, religious creed, sex, age, national origin, ancestry, present or past history of mental disorder, marital status, mental retardation or physical disability, including but not limited to blindness, prior conviction of a crime, political beliefs, veteran status, or sexual preference of the applicant unless there is a bona fide qualification excluding persons in one of the above groups.

The following guidelines for the use of campus facilities are provided for the implementation of this policy. The responsibilities assigned to the president by these guidelines may be delegated.

- i. Commercial endeavors, including solicitations, are discouraged. If the president determines that a commercial activity is beneficial to the educational function of the college, he or she may authorize such activity, provided that in so doing he or she ensures that the name of the college is not associated with the activity and that the college does not appear to have endorsed the endeavor.
2. The name of the college shall not be associated with any group which is not a bona fide college organization, except that the president may authorize the co-sponsorship of activities which are consonant with the philosophy of the comprehensive community college.

No organization may use the facilities of a college for the purpose of raising funds, except that the president may grant permission for such activities to bona fide charities, college foundations, and public service organizations.

When college facilities are utilized by an outside organization, the following requirements apply. The term outside organization includes any person, group or legal entity authorized to use the facilities of a community college whose authorization does not include sponsorship or cosponsorship by the college. Authority granted by a college to use the facility constitutes a license subject to the conditions stated below.

1. An outside organization is required to obtain public liability and property damage insurance in the amount of \$1,000,000 for combined single limit coverage. A certificate of public liability and property damage insurance on the college facilities which provides coverage and names the college as an additional insured for the total period the organization occupies the facilities must be submitted to the college at least one week prior to the commencement of the leasing period.
2. The outside organization must obtain all necessary state and local permits. Copies must be filed with the college at least one week prior to the event.
3. The outside organization shall be responsible for the collection and payment of required state admission tax.
4. The president shall establish a schedule of fees for the use of college facilities and equipment and the services of college personnel by an outside organization. The schedule of fees should meet only the additional costs incurred by the college and should not be structured to yield the college a profit. Outside organizations utilizing college security and custodial personnel shall be billed directly by the college for said services. Said personnel shall be compensated at their regular rate, including overtime and benefits. Necessary security and maintenance services shall be provided by college personnel, unless supplemental personnel such as state or local police are deemed necessary.
5. The outside organization shall meet all applicable state regulations as to legality and compliance with appropriate civil rights legislation. The civil rights compliance number or, in lieu thereof, assurance of compliance in writing shall be obtained. See Appendix A.
6. The outside organization may be required to make special arrangements with the college if the facility is to be used outside the normal operating hours of the college. An appropriate college employee must be present at all such times.
7. Any outside organization using college facilities shall be responsible for any damage to college property. The organization granted license shall indemnify and hold harmless the college, the board of trustees, and the state of Connecticut against any claim.
8. The use of college facilities by outside organizations must comply with all applicable general statutes, state regulations, and board of trustees and college policies.
9. It shall be the duty of the person or organization granted a permit to ascertain and abide by any and all rules and regulations pertaining to college property.
10. Consumption of alcoholic beverages shall be in compliance and consistent with the board of trustees system policy on drugs and alcohol in the community colleges.
11. No vendors shall be permitted in the building or on the premises, except by special permission of the college.
12. The college reserves the right to revoke or change the date of any permit granted in case of emergency or conflict with college programs.

The guidelines for utilization of facilities by outside organizations shall be reproduced as part of the application for use of the facilities. Said application must contain the schedule of fees established by the president and may contain college-promulgated requirements not inconsistent with these guidelines. The application shall also contain the nondiscrimination clauses contained in Appendix A.

APPENDIX A

The applicant agrees and warrants that no person shall be denied the benefits of or otherwise subjected to discrimination under any program or activity for which the applicant uses the facilities of the college because of race, color, religious creed, sex, age, national origin, ancestry, present or past history of mental disorder, marital status, mental retardation or physical disability, including, but not limited to, blindness, or prior conviction of a crime, political beliefs, veteran status, or sexual preference, unless there is a bona fide qualification excluding persons in one of the above protected groups.

[If the applicant has been assigned a civil rights compliance number, said number should be provided on the application.]

H. College Rules and Regulations

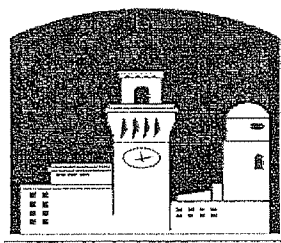
1. **EMERGENCIES:** In the event of an emergency, the on-campus Public Safety Department can be reached by picking up any of the emergency phones located at most elevators. You may also dial 8112 from an on-campus phone or (203) 575-8112 from an off-campus or cell phone. For non-emergency related calls, dial 8113 from an on-campus phone, or (203) 575-8113 from an off-campus phone.
2. **FOOD SERVICE:** The following food services are PROHIBITED:
 - a. Hot foods prepared at a residence and transported to the college;
 - b. Cut fruit that is not maintained at a temperature of 45 degrees
3. **CATERING:** Events requiring catering services can contact Savory Food Concepts, the college's officially approved vendor, at 203-596-8708. For information on other local caterers, contact the Office of Facilities Scheduling & Events Planning (COLLEGE).
4. **ALCOHOLIC BEVERAGES:** Serving or sale of alcoholic beverages is discouraged. Users wishing to serve or sell alcohol on campus must complete an application and submit a minimum of two weeks in advance of the requested date to the Dean of Administration and approved by the President. Request forms are available through the COLLEGE.

5. SIGNS: Posting of directional signs to events is not permitted without permission in advance by the college. If permission is granted, users will only be permitted to post on easels stands, requested in advance, or non-committed bulletin boards. Outdoor sandwich boards are also available through the COLLEGE on a reservation basis. Signs may not be posted directly on any of the permanent college signs. All signs must be removed by the sponsor immediately following the activity.
6. ACCESS TO FACILITIES: Users will have access to the assigned room during the hours indicated on the approved Facility Reservation Request. Set-up and breakdown must be done within the reserved time and must not impede use of the space by another group at a time that has not been reserved. Under no circumstances should a group utilize a facility that has not been assigned or approved in advance.
7. PARKING: Attendees must park in student-designated spaces unless otherwise instructed by NVCC's Public Safety Office. Access to lots designated for faculty and staff parking are prohibited unless special permission has been received by the college in advance. Such approval must be reflected in the Letter of Agreement. If the event requires transportation by busses or vans, a specific drop-off location will be communicated to the customer in advance. The customer will need to provide the college with the following information: 1) number of busses 2) names of schools 3) cities/towns the busses will be arriving from.
8. SUPERVISION: The event's director or designee must be present whenever the reserved space is occupied. The event director is considered to be the contact person on the initial facility reservation request. A minimum supervision ratio of 1 adult to every 10 children must be maintained for all activities involving children under the age of 18.
9. FUNDRAISING: Fundraising and/or the selling of items for profit is prohibited.
10. EQUIPMENT: All user-owned equipment must be removed by designated end time. Permission to bring in equipment prior to scheduled reservation must be obtained in advance through the college. The college is not responsible for property brought to and/or left on campus. College owned equipment must remain in the designated facility.
11. SMOKING: NVCC maintains a smoke-free environment. Smoking is prohibited inside all college facilities, and is only permitted in designated areas outdoors.
12. INTERNET ACCESS: NVCC has wireless networking in all buildings except Founders Hall. Personal laptops, PDA's and cellular devices with wireless capability may access the network by obtaining an NVCC guest account through the office of Information Technology.
13. PROGRAM CONTENT: All programs must be presented as stated and described on the initial facility reservation request. Substantial deviation is not permitted and may lead to the cancellation of an event.
14. CONDITION OF FACILITIES: Customers must ensure facilities are returned to the same condition they were found upon arrival. Seating arrangement must be returned to the original position by the customer unless other arrangements have been made and are included in the Letter of Agreement. All boards must be fully erased.
15. FOOD AND/OR BEVERAGES are prohibited in classrooms unless special arrangements have been made in advance through the college.
16. SUPPLIES: Chalk, erasers, dry erase markers, easel pads, and other general items must be supplied by the customer/sponsor.
17. Use of candles (or other open flamed items) and/or hazardous materials is strictly prohibited.
18. Animals are prohibited on campus, excluding guide dogs and other service animals assisting individuals with disabilities. Contact the Registrar's Office for additional details.
19. OTHER:

The purpose of this agreement is to detail the arrangements that have been made to meet the needs of the students in the Waterbury Transitional Program. Effective January 23, 2013 Naugatuck Valley Community College will provide a classroom in the Student Services Building, room S413 to the Waterbury School System to house their High School Transitional Program. Naugatuck Valley Community College will host students in the Waterbury Transitional Program between the ages of 18-21 year old who have been deemed appropriate to attend college courses and explore college life. Students will be allowed access to the college under the auspices of this program, and special arrangements will be made through the Dean of Student Services.

The following was agreed to by all parties with the recognition that Mari Wilson, Special Education Teacher, and Sarah Gager, Dean of Student Services, will be responsible for implementing this agreement throughout the school year:

1. NVCC will provide classroom S413 effective from August 20, 2018 through June 28, 2019 on Monday-Friday from 7:00AM- 3:00PM.
2. NVCC will offer the Accuplacer test to students so that they can be properly placed into available entry courses.
3. Waterbury Schools will provide internships for students in the Waterbury community.
4. The Dean of Student Services and Dean of Academic Affairs will coordinate classroom placement with the Special Education Teacher. Students may audit these courses at no cost if the faculty member agrees after discussion. If Waterbury Schools wish that a student take a course for credit, prerequisites must be satisfied. Tuition will be charged.
5. Waterbury Schools will provide a laptop for its staff in the Transitional Program.
6. NVCC will provide guest passes for students to use the library and open computer labs.
7. Tutoring will be provided by the Special Education Teacher on campus.



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

July 31, 2018

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 Springfield
College for social work interns.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Springfield College for the provision of graduate school social work interns to the Waterbury School District at no cost to the City. The agreement is for a three year term commencing August 1, 2018 and ending June 30, 2021.

The agreement did not go out to bid. 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).

The agreement with Springfield College sets forth procedures for the school social work interns in the Waterbury Public Schools. The contract enables the District to obtain social work interns while providing the interns with valuable and necessary experiences required for their graduate degrees. A tax clearance is being obtained. We have contracted with Springfield before for a school psychology intern and look forward to contracting with them again for graduate level social work interns.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Melissa Baldwin".

Melissa Baldwin

Enc. Contract

AGREEMENT
for
Social Work Student Internships
between
The City of Waterbury, Connecticut
And
Springfield College

THIS AGREEMENT, effective on the date signed by the Mayor, 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 Springfield College, having a principal place of business at 263 Alden Street, Springfield, Massachusetts 01109, (the "College").

WHEREAS, Springfield College is a private College and maintains a School of Social Work, located at 263 Alden Street, Springfield, Massachusetts 01109; and

WHEREAS, the College desires to establish Social Work Internships with the City to assist them in the training of students enrolled in its 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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term.** The term of this Agreement shall commence on August 1, 2018, and terminate on June 30, 2021 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 College 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 neither the intern nor the College Faculty Advisor/Faculty Advisor is an employee of the City of Waterbury, but rather the intern is participating in an internship in the Waterbury Public Schools for the purpose of obtaining experience in furtherance of his/her education and the College Faculty Advisor/Faculty Advisor is an employee of the College. The intern and the parties therefore agree that neither the intern nor the College Faculty Advisor/Faculty Advisor member shall 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. from the City.

3. Responsibilities of the College.

The College shall:

3.1. The College's Director of Internship and Field Experience, or his or her designee, not later than June 15th 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 College shall certify for participation in the internship program only those qualified Social Work students enrolled in the Master of Social Work Program who have received a baccalaureate degree

3.3. Prior to placement at an internship site (the "Internship Site"), the College shall arrange for the potential intern to be interviewed by the Principal, Vice-Principal, School Social Worker/ Counselor who is certified to supervise the intern, or other designated representative of the Internship Site. Interns shall be approved by the Principal of the intended internship site. Only those students of the College 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 College shall designate a Faculty Advisor (the "Faculty Advisor") to facilitate administration of the internship. Interns will be assigned to each Internship Site in consultation with the Faculty Advisor. The Faculty Advisor shall visit each internship site once per semester and as requested by the City. The Faculty Advisor shall be solely responsible for evaluating and grading the performance of the interns. The Faculty Advisor may consult with school personnel with regard to the performance and evaluation of the interns.

3.5. The College shall advise its interns that they shall be required to follow the Springfield College 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 College will instruct its student interns to comply with all applicable rules and regulations of the City. Upon the City's request, the College shall withdraw from the internship any student who fails to comply with applicable City rules and regulations.

3.7. The College 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.

3.8. The College shall advise its interns that they will be expected to report to their designated internship sites as per their agreed upon schedules.

3.9 The College shall be responsible for the planning, implementation and execution of all aspects of the Student's educational program, including intern ship with the City or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The College shall provide a Faculty Advisor for the purpose of tracking Student progress and for consultation with the City as necessary. The Faculty Advisor shall be solely responsible for assigning final course grades to the Students.

3.11. The College will instruct Students, the Faculty Advisor and College personnel not to disclose any confidential material or information connected with the City or any of its Students as set forth herein.

3.12. The College will convey to the City' personnel information about the philosophy and objectives of the Program.

3.13 The College shall obtain proof of private or College sponsored health insurance coverage, from the student, or will require the student to provide proof of such insurance to the City, and provide it to the City for participation of the student intern program.

4. Responsibilities of the City

The City shall:

4.1. During the term of this Agreement, the City will host in its school system Social Work student interns who are enrolled in the College's Master of Social Work Program and who have received a baccalaureate degree and are qualified to act as Social Work student interns in the City's school system performing functions as described below.

4.2. The City shall provide the College Faculty Advisor/Faculty Advisor and student interns relevant information, including policies, procedures, and rules with which the student interns must comply.

4.3. The City will notify the College Faculty Advisor/Faculty Advisor and College'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 will require the College to have 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.

4.5 The City shall provide equipment and supplies necessary for the administration of care by the Students and suitable space for conferences.

4.6. The City shall provide a preceptor who shall be responsible for implementing individual Student Assignments, and for evaluating Student performance in accordance with criteria developed by and provided to the City by the College.

4.7 The City shall provide orientation for College Faculty Advisor/Faculty Advisor regarding relevant City information, including policies, procedures, and rules with which Faculty and Students must comply. The College shall provide such orientation to the Students.

5. Responsibilities of the Intern.

The College 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.

5.5

6. Criminal Background Check and DCF Registry Check. The College shall provide to each proposed student intern an authorization in the form attached as Schedule B requesting and authorizing the Regional Educational Service Center (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 College 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 College 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," the results of which will be provided to the City.

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 College's Director of Internship and Field Experience, or her designee, of such termination.

The provisions of this Section 6 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 College 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 College shall instruct its student interns on their obligations to comply with FERPA.

8. Student Data Privacy.

8.1. If applicable, College or Intern shall comply with all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract and agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

8.2. College or Intern agrees that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of the College or Intern. College or Intern agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

8.3. College or Intern agrees that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of the College or Intern.

8.4. College or Intern agrees that Students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record.

8.5. The College or Intern agrees that it will not retain any student data or let said student data remain available to the College or Intern upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student have entered into an Agreement with the College or Intern regarding the retention of the student's data in an electronic form or database.

9. Security Breach of Student Information and Data. Procedure for Notification Regarding Breach or Unauthorized Release of Student Information. The College or Intern shall establish a procedure and provide a copy of said procedure to the City setting forth its policy for

notification to the City and Parents when there has been a breach or unauthorized release of student information or records pursuant to Public Act No. 16-189.

10. Proprietary Information. Except as otherwise permitted under this Agreement, the College 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 College 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 College'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 College from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the College 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 College receives any such demand, order or other legal process compelling such disclosure, the College 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 College, of any of the City's Confidential Information in any instance will not relieve the College of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

11. Use of City Property. The Faculty Advisor and/or student intern shall have access to such areas of City property as the City and the Faculty Advisor agree are necessary for the performance of the Faculty Advisor's and/or student intern's functions pursuant to this Agreement and at such times as the City and the Faculty Advisor may mutually agree.

12. Insurance.

12.1. The College shall offer health insurance to each student being considered as a potential Intern, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the College or through other means, the student may not be eligible to participate in the student intern program. With the consent of the student, the College shall provide the student's health insurance information when submitting the potential Intern for review by the City.

12.2. The College or Intern(s) shall not commence work under this Contract until all insurance required under this Section 12 has been obtained by the College or Intern(s) and such insurance has been 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-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII 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.

12.3. At no additional cost to the City, the College or Intern(s) 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 College's and/or Intern(s)' obligations under this Contract, whether such obligations are the College's or Intern(s)' or person or entity directly or indirectly employed by said College or Intern(s), or by any person or entity for whose acts said College or Intern(s) or subcontractor may be liable.

12.4. Each insurance policy shall state that the insurance company shall 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 if commercially available.

12.5. The following policies with stated limits shall be maintained by the College or the Intern(s) as indicated below, in full force and effect, at all times during which the services are to be performed by the College or Intern(s):

12.5.1 General Liability Insurance: \$1,000,000 each occurrence, \$2,000,000 aggregate, \$2,000,000 Products/Completed Operations Aggregate.

The College shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage 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.

12.5.2 Auto Liability: \$1,000,000 combined single limit each Accident, Any Auto, All Owned and Hired Autos

The College shall provide Auto Liability Insurance providing coverage to the College, the City and Intern(s) on any Auto and all Owned and Hired Autos.

12.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000 EL Each Accident, \$500,000 EL Disease Each Employee; \$500,000 EL Disease Policy Limit.

The College shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage providing coverage for the College, its employees and faculty, to the City.

12.5.4 Excess/Umbrella Liability: \$1,000,000 each Occurrence and \$1,000,000 Aggregate:

The College shall provide Excess/Umbrella Liability Insurance providing coverage to the College, the City and Intern(s).

12.5.5 Professional Liability Insurance: \$1,000,000 each Wrongful Act, \$3,000,000 Aggregate

The College shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the College, the City and Intern(s), as it relates to Educational Services provided to City of Waterbury Board of Education.

12.5.6 Sexual Abuse/Molestation Liability Insurance: \$1,000,000 each Occurrence, \$1,000,000 Aggregate

The College shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving an intern(s) within the program.

12.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if the College or the Intern(s) fails to maintain the minimum required coverage as set forth herein.

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

12.8. Certificates of Insurance: The College or Intern(s)' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City 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 College or Intern(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 College or Intern(s) execute 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 insureds on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability." The College or Intern(s) 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.

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

13. Indemnification.

13.1 The College shall indemnify, and hold harmless the City, its boards, the City's Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees in connection with or arising out of and during the performance of the College and Intern's obligations under this Agreement, arising out of the negligent acts or willful misconduct, errors or omissions of College, the Intern or anyone for whom the College is legally responsible.

13.2 The City shall be responsible for any claims or judgments arising from injury to persons or damage to personal property arising out of any negligence or willful misconduct of any of its employee or agent of the City in connection with or arising out of the activity that is the subject of this Agreement.

14. Termination.

14.1 Termination Either party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other party.

14.2 Termination for Non-Appropriation or Lack of Funding. The College 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 College 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.

14.3 Termination for Cause. If, through any cause, in part or in full, not the fault of College, the College shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if College 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 College 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 College under this Agreement shall, at the option of the City, become its property.

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

15. Students and Faculty Not Employees or Agents. The College and the City acknowledge and agree that neither the student interns nor the College Faculty Advisor/Faculty Advisor will be considered employees or agents of the City, and that the relationship between the

City and College Faculty Advisor/Faculty Advisor is that of an independent contractor. The College Faculty Advisor/Faculty Advisor 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.

16. 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 College determines that such accommodations should be provided, the College shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

17. 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 College at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the College: William T. Fisher, Ed. D., M.S.W.
Professor, Assistant Dean for Field Education
Springfield College
School of Social Work
45 Island Pond Road
Springfield, MA 01109-3797

With a copy to: _____

To the City: City of Waterbury
c/o Department of Education
Chief Operating Officer
236 Grand Street
Waterbury, CT 06702.

18. 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.

19. Discriminatory Practices. In performing this Agreement, the College shall not discriminate against any intern or applicant for internship, 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.

19.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement 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.

20. 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 this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

21. Prohibition against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

22. 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 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.

23. 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.

24. 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 College. This

Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

25. 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:

25.1. 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.

25.2. 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.

25.3. 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 College or Intern or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

25.4. 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.

25.5. Upon a showing that a subcontractor made a kickback to the City, a prime College or Intern 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.

25.6. 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 26.6, 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 26.6 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.

25.7. 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 26.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

25.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 25.1-25.7.

25.9. The College or Intern 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.

25.10. The College or Intern 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"]].

25.11. The College or Intern 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.

25.12. 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.

25.13. 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.

25.14. PROHIBITION AGAINST CONTINGENCY FEES. The College or Intern 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.

25.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the College or Intern 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 College or Intern 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 agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

SPRINGFIELD COLLEGE

By: _____
Dr. William T. Fisher, Ed. D, M.SW.
Professor and Assistant Dean for
Field Education

Date: _____

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 Graduate Social Work Program 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 Springfield College, School of Social Work in its Graduate Masters of Social Work Program participating in a Social Work student internship in the school system of the City of Waterbury for the purpose of obtaining 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

Private University or College

which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this ____ day of ____, 201__.

WITNESSES:

Print Name:

Print name:

Print Name:

State of Connecticut:

: ss: Waterbury _____, _____, 201__

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:

SCHEDULE B

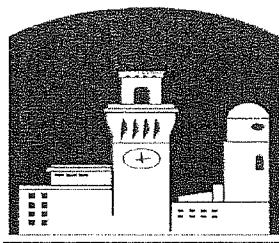
AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

I, the undersigned, _____, a graduate student in the Masters of Social Work Program at the Springfield College 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

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

July 31, 2018

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 AAA Nursing
Care LLC for nursing services.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with AAA Nursing Care, LLC for the provision of nursing services for the Waterbury School District and students with disabilities in the total not to exceed amount of Eight Hundred Forty Thousand Two Hundred Forty Dollars (\$840,240) for a three year term as follows:

For August 1, 2018 - June 30, 2019, an amount not to exceed Two Hundred Eighty Thousand Eighty Dollars (\$280,080) at the hourly rate of \$50.00 for an RN and \$45.00 for an LPN;

For July 1, 2019 - June 30, 2020, an amount not to exceed Two Hundred Eighty Thousand and Eighty Dollars (\$280,080) at the hourly rate of \$50.00 for an RN and \$45.00 for an LPN;

For July 1, 2020 - June 30, 2021, an amount not to exceed Two Hundred Eighty Thousand Eighty Dollars (\$280,080) at the hourly rate of \$50.00 for an RN and \$45.00 for an LPN;

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 #6073, for nursing services of up to 10 nurses for Waterbury students with disabilities.

Five 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 Roberta Abell, Lisa Brown and Chayna Nath. 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. AAA Nursing Care, LLC scored the best of any of the proposers for the nursing services requested.

The Committee then reviewed the hourly rates submitted by each proposer. AAA Nursing Care LLC did not have the highest hourly rate but agreed to reduce their rate even further to be competitive with the other proposers. It also kept its hourly rates the same for all three years of the contract.

In the Special Education Department's experience, finding a nurse can be difficult. Because of this difficulty, the Department decided to split the nursing services contract between two vendors with the majority of the contract being awarded to AAA Nursing Care LLC but to enable the Department to have a backup vendor, PSA, to make sure the services can be provided.

A tax clearance is obtained and the contract is paid with general funds.
AAA Nursing Care LLC is a new vendor to Waterbury.

Respectfully Submitted,

A handwritten signature in cursive script, reading "Melissa Baldwin".

Melissa Baldwin

Enc. Contract and RFP attachments

PROFESSIONAL SERVICES AGREEMENT

RFP No. 6073

for

Nursing Services

between

The City of Waterbury, Connecticut

and

AAA Nursing Care, 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 AA Nursing Care, LLC, located at 3303 Main Street Stratford, Connecticut 06614, a State of Connecticut duly registered Limited Liability, Company ("AAA").

WHEREAS, AAA submitted a proposal to the City responding to **RFP No.6073** for City of Waterbury Education Nursing Services; and

WHEREAS, the City selected AAA to perform nursing services regarding **RFP No.** Nursing Services ; and as more specifically described in the Scope of Services attached hereto and made part of this Agreement as Schedule "A"; and

WHEREAS, the City desires to obtain AAA's services pursuant to the terms, conditions and provisions set forth in this agreement; and .

WHEREAS, AAA is willing to provide said nursing services as set forth herein

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. AAA shall provide nursing services, labor, equipment, materials, reports, plans, etc. necessary to complete services 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, services, materials, reports, plans, , etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. AAA 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. AAA shall provide all nursing services as identified herein, and as more specifically set forth in the attached **Schedule "A"**, entitled Scope of Services, which is made a part of this Agreement as fully set forth herein. Nursing services shall be provided to the City, for students identified by the City, in accordance with the student's I.E.P. and medical instruction or plan as provided by the student's physician and agreed to by the parent, which is incorporated herein by reference. The Services are more specifically detailed and described in **Attachment A** and are hereby made

material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by AAA 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 City's Request for Proposal No. 6073, consisting of 11 pages (excluding contractor compliance packet and sample contract) attached hereto
- ii. AAA's response, City of Waterbury City's Request for Proposal No. 6073 dated March 30, 2018, consisting of 15 pages, attached hereto
- iii. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- iv. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- v. Certificates of Insurance
- vi. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)

1.2. AAA shall insure that the same nurse is assigned to a particular student, whenever possible, to maintain a continuity of care. The assigned nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.

1.3. AAA shall insure that the assigned nurse provides the City with monthly reports of his or her attendance with the student, along with documentation of services rendered. AAA shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify AAA's billing.

1.4. The Superintendent or his or her agent shall have the right to visit and observe the nursing services at any time.

1.5. AAA and nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.

1.6. AAA shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.

1.7. AAA shall obtain and provide the City with a copy of the RN or LPN license for each nurse assigned to provide services under this contract.

1.8. 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 AAA. 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. This Contract
- ii. AAA's Response to City of Waterbury City's Request for Proposal No. 6073

2. AAA Representations Regarding Qualification and Accreditation. AAA represents that, to the extent required by law, any independently contracted Licensed Practical Nurses, and Registered Nurses, ("assigned nurses"), and any independent contractors to be provided under this contract are licensed to perform the scope of work set forth in this Contract. AAA further represents that its assigned nursing staff, and employees to be provided under this contract 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. AAA 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 AAA 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. AAA hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that AAA and/or its assigned nursing staff and employees to be provided under this contract, be licensed, certified, registered, or otherwise qualified, AAA and all its assigned nursing staff and employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, AAA shall provide to the City a copy of AAA's licenses, certifications, registrations, etc.

2.3. Criminal Background Check and DCF Registry Check

2.3.1 AAA represents and warrants that it and its employees, staff and nurses, 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 AAA's employees have submitted to a state and national criminal history records check and that each records check has not revealed any violations or criminal activities; that AAA and its employees have submitted to a Department of Children and Families (DCF) registry check and that there are no pending actions with DCF

and are not listed on the student abuse and neglect registry. The City and the Waterbury Board of Education shall rely upon these representations

3. Responsibilities of AAA. All data, information, etc. given by the City to AAA and/or created by AAA shall be treated by AAA, its assigned nursing staff and employees 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. AAA, its assigned nursing staff and employees 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, AAA, its assigned nursing staff and employees shall provide prior advance written notice to the City of the need for such disclosure. AAA, its assigned nursing staff and employees agree to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent AAA's assigned nursing staff is required to be on City property to render its services hereunder, the assigned nursing staff shall have access to such areas of City property as the City and AAA agree are necessary for the performance of AAA's services under this Contract (the "Site" or the "Premises") and at such times as the City and AAA may mutually agree. The assigned nursing staff and employees 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. AAA 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 assigned nursing staff and employees are required to be on City property to render its services hereunder, the assigned nursing staff and employees shall be required to be in the school or on school grounds with the student during school hours.

3.3. Publicity. AAA 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.

3.4. Standard of Performance. . The standard of care and skill for all services performed by AAA's assigned nursing staff and employees shall be that standard of care and skill ordinarily used by other members of the nursing profession practicing under the same or similar conditions at the same time and in the same locality. The nursing services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.5. AAA's Assigned Nursing Staff and Employees. AAA shall at all times enforce strict discipline and good order among its assigned nursing staff and employees to be provided under this contract , and shall not contract with any unfit person or anyone not licensed or skilled in the work assigned.

3.6. Due Diligence Obligation. AAA 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. AAA 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, 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:

3.6.1 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 AAA to complete Due Diligence prior to submission of its proposal shall be borne by AAA. Furthermore AAA had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.6.2 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;

3.6.3 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.

3.6.4 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 AAA, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with AAA.

3.6.5 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;

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

3.6.7 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.

3.7. Reporting Requirement. AAA shall deliver periodic, monthly, written reports, as provided for herein 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 RN or LPN, and/or delivered by AAA during the time period covered by the report, (iv) any and all additional useful and/or relevant information. Each report shall be signed by each LPN or RN.

NOTE: AAA'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.

3.8. Confidentiality/FERPA

3.8.1 AAA shall, and shall ensure compliance by assigned nursing staff to, 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 City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. AAA 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 established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.8.2 Any and all materials contained in a City of Waterbury student file that are entrusted to Contractor or to assigned nursing staff during 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 or nursing staff shall be used solely for the purposes of providing services under this Agreement.

3.8.3 AAA acknowledges, and shall ensure compliance by assigned nursing staff, 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 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, Contractor has no authority to make disclosures of any information from education records.

3.9. Student Data Privacy

3.9.1. AAA shall comply, and shall ensure compliance by assigned nursing staff, with all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract, and agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

3.9.2 AAA agrees, and shall ensure compliance by assigned nursing staff, that student records, student information, and student-generated content (herein after “student data”) as defined by Connecticut P.A. 16-189 are not the property of, or under the control of AAA. Contractor agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

3.9.3 AAA agrees, and shall ensure compliance by assigned nursing staff, that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of AAA.

3.9.4 AAA agrees that, and shall ensure compliance by assigned nursing staff, that students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record.

3.9.5 AAA agrees, and shall ensure compliance by assigned nursing staff, that it will not retain any student data or let said student data remain available to AAA upon completion of the services under this Agreement unless the parents, legal guardians, and/or the students have entered into an Agreement with AAA regarding the retention of the student’s data in an electronic form or database.

3.10 Security Breach of Student Information and Data

3.10.1 Procedure for Notification Regarding Breach or Unauthorized Release of Student Information. AAA shall establish a procedure and provide a copy of said procedure to the City setting forth its policy for notification to the City and Parents when there has been a breach or unauthorized release of student information or records pursuant to Public Act No. 16-189.

4. Responsibilities of the City. Upon the City’s receipt of Consultant’s written request, the City will provide AAA with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by AAA 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 AAA for the purpose of carrying out the services under this Contract.

4.1. The City hereby agrees to provide, to the designated nursing staff such medical, psychological and educational evaluations, as are available to the City and agreed to by the parent, to enable the nurses to perform the services required under this Agreement. AAA shall require and provide evaluative reports that may be required to keep the City duly informed concerning the medical needs of the students being provided services, to enable the City to make judgments concerning those needs. AAA shall provide to the City all necessary medical reports or documentation that may relate to the student's educational needs to enable the City to provide for the Student's educational needs. AAA and the City hereby agree that medical and psychological records shall not be open to public inspection or disclosed in any manner, in accordance with Section 10-209 of the Connecticut General Statutes and as further provided in this Agreement without the written permission of the parent or guardian.

4.2. AAA will insure that the assigned nurses will adhere to all Federal and State Laws, and applicable City of Waterbury Board of Education (Board) policies regarding medical care and medication policies, as well as the Standard of Care for the Nursing Profession. AAA hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. AAA shall provide all the training to the designated nurses to enable them to provide the medical care required to the assigned students. Said training shall be at AAA's sole expense.

5. Contract Time. AAA shall commence all work and Services under this Contract on August 1, 2018 and shall complete all work and services June 30, 2021. ("Contract Time"):

5.1. Time is and shall be of the essence for this Contract. AAA further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly. It is expressly understood and agreed, by and between AAA and City, that the Contract Time is reasonable for the completion of the Work.

6. Compensation. The City shall compensate AAA 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 AAA shall not exceed Eight Hundred Forty Thousand Two Hundred Forty Dollars (\$ 840, 240.00) for the entire three -year term of this contract and shall be in accordance with Consultant's proposal, dated March 30, 2018.

6.2. Limitation of Payment. Compensation payable to AAA 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 AAA'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 AAA 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 AAA in an amount equaling the sum or sums of money AAA and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding AAA's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. AAA shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. AAA 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 AAA's demand for payment. The City shall not certify fees for payment to AAA until the City has determines that AAA has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of AAA in preparing its proposal for **RFP No. 6073** shall be solely borne by AAA and are not included in the compensation to be paid by the City to AAA under this Contract or any other Contract.

6.5. Payment for Services, Its Assigned Nursing Staff and Employees AAA shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, reports, plans, etc. furnished to the City under this Contract. AAA shall promptly pay all employees, Practical Nurses, and Registered Nurses, ("assigned nurses"), and any independent contractors that perform work under this contract as their pay falls due, shall pay promptly as they fall due all bills for labor, services, reports, plans, 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 service. Before final payment is made, AAA shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. This Section Left Intentionally Blank.

8. Indemnification.

8.1. AAA 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 AAA, 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 AAA or any employee of AAA, 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 AAA or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. AAA understands and agrees that any insurance required by this Contract, or otherwise provided by AAA, 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. AAA, its assigned nursing staff and employees shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by AAA and such insurance has been approved by the City. AAA 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, AAA 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 AAA's obligation under this Contract, whether such obligations are AAA'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 AAA:

9.4.1 **General Liability Insurance** coverage with limits of \$1,000,000 Per Occurrence/ \$2,000,000 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate

9.4.2 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws;

Employer's Liability (EL)

EL Each Accident \$1, 000,000

EL Each Disease Each Employee \$1,000,000

EL Each Disease Policy Limit \$1,000,000

9.4.3 **Nurses' Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of the professional, \$1,000,000 Each Claim/ \$1,000,000 Aggregate.

Professional Liability coverage will be needed if services include (1) Medical Professional or (2) Counseling Services from a social worker or licensed clinical social worker. Policy's written on a "Claims Made" basis must be renewed for a minimum of two (2) years from the completion date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for the claims for the policy in effect during the Agreement for two (2) years from the completion date.

9.4.4 **Excess/Umbrella Liability** \$3,000,000 Each Occurrence/ \$3,000,000 Aggregate

9.4.5 **Abuse/Molestation Liability Insurance:** \$1,000,000 Each Wrongful Act/ \$1,000,000 Aggregate.

9.5 Certificates of Insurance. AAA will provide to the City, Certificates of Insurance of all assigned nurses prior to the execution of this Agreement. 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 AAA'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 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 insured on a primary and**

non-contributory basis on all policies except Nurses' Professional Liability and Workers Compensation. All Policies must also include a Waiver of Subrogation."

Original, Completed Certificates of Insurance must be presented to the City prior to Issuance of this Agreement. Such certificate(s) shall be subject to certification by the City's Risk Manager. AAA shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy (ices). 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.-Robert Brenker, 3rd Floor
236 Grand Street
Waterbury, CT 06702

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

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

9.7. 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.

9.8. Certificates of Insurance. AAA will provide to the City, Certificates of Insurance of all assigned nurses prior to the execution of this Agreement. 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 AAA'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 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 insured on a primary and non-contributory basis on all policies except Nurses' Professional Liability and Workers Compensation. All Policies must also include a Waiver of Subrogation."**

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, AAA 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 AAA 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 AAA's work and services shall be secured in advance and paid by AAA. AAA 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 AAA for transactions required or

necessitated hereunder between it and its subcontractors, suppliers, etc. AAA remains liable, however, for any applicable tax obligations it incurs. Moreover, AAA represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. AAA 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 AAA 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 AAA 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, AAA shall not discriminate against any employee Licensed Practical Nurses, and Registered Nurses, ("assigned nurses"), and any independent contractors that are performing work under this contract 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, AAA 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. AAA 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 Left Intentionally Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of AAA, AAA shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if AAA 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 AAA 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 AAA under this Contract shall, at the option of the City, become the City's property, and AAA shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, AAA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by AAA, and the City may withhold any payments to AAA for the purpose of setoff until such time as the exact amount of damages due the City from AAA 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 AAA. If this Contract is terminated by the City as provided herein, AAA 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 AAA covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. AAA 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. AAA 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 AAA.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay AAA for the agreed to level of the products, services and functions to be provided by AAA under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to AAA, 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 AAA 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, AAA 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, AAA shall transfer all licenses to the City which AAA is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate AAA for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless

payment is otherwise approved by the City prior to such termination. AAA 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 AAA for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and AAA 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). AAA 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 AAA may negotiate a mutually acceptable payment to AAA 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 AAA. AAA may, by written notice to the City, terminate this Contract if the City materially breaches, provided that AAA 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, AAA will be compensated by the City for work performed prior to such termination date and AAA 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) AAA 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 AAA 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 AAA's documents, reports, 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, d, reports, 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. AAA shall not, without the prior written approval of the City, subcontract, in whole or in part, any of AAA's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of AAA 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 AAA 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. AAA shall be as fully responsible to the City for the acts and omissions of AAA'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 AAA.

17. Assignability. AAA 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 AAA 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 AAA'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, AAA 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. AAA 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 AAA, by someone under the care and/or control of AAA, by any subcontractor of AAA, or by any shipper or delivery service. AAA 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, AAA 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. This Section Left Intentionally Blank.

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 AAA.

22. Independent Contractor Relationship. The relationship between the City and AAA, and its employees Licensed Practical Nurses, and Registered Nurses, ("assigned nurses"), and any independent contractors, is that of client and independent contractor. No agent, assigned nursing staff, or employee, or servant of AAA shall be deemed to be an employee, agent or servant of the City. AAA 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 AAA hereby agrees and covenants, that it and any and all third party(ies), its assigned nursing staff, and subcontractor(s) retained by AAA 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 AAA or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, AAA 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 AAA 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. This Section Left Intentionally Blank.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and AAA 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. 6073** and **(ii) AAA's proposal responding to the aforementioned RFP No. 6073**

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. AAA 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, AAA shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and AAA 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 AAA, 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: AAA Nursing Care LLC
3303 Main Street
Stratford, CT 06614

City: City of Waterbury
Attn: Melissa Baldwin Special Education Dept.
236 Grand Street, 2nd floor, Room, 250
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. AAA 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. AAA 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. AAA 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. AAA 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 AAA 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.

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:

AAA NURSING CARE, LLC

By: _____

Its _____

Date: _____

ATTACHMENT A

- i. City of Waterbury City's Request for Proposal No. 6073, consisting of 11 pages (excluding contractor compliance packet and sample contract) attached hereto.
- ii. AAA's response, City of Waterbury City's Request for Proposal No. 6073 dated March 30, 2018, consisting of 15 pages, attached hereto.
- iii. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference).
- iv. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (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)

SCHEDULE A
Scope of Services

Hourly Rates

Registered Nurse \$50.00 per hour

Licensed Practical Nurse \$45.00 per hour

1. AAA shall provide all nursing services as identified herein, and as more specifically set forth in the attached **Schedule "A"**, entitled Scope of Services, which is made a part of this Agreement as fully set forth herein. Nursing services shall be provided to the City, for students identified by the City, in accordance with the student's I.E.P. and medical instruction or plan as provided by the student's physician and agreed to by the parent, which is incorporated herein by reference.
2. AAA shall insure that the same nurse is assigned to a particular student, whenever possible, to maintain a continuity of care. The assigned nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.
3. AAA shall insure that the assigned nurse provides the City with monthly reports of his or her attendance with the student, along with documentation of services rendered. AAA shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify AAA's billing.
4. The Superintendent or his or her agent shall have the right to visit and observe the nursing services at any time.
5. AAA and nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.
6. AAA shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.
7. AAA shall obtain and provide the City with a copy of the RN or LPN license for each nurse assigned to provide services under this contract.

**REQUEST FOR PROPOSAL #6103
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:

Registered Behavior Technicians (RBTs), as needed by the Waterbury School District, certified by the Behavior Analyst Certification Board (BACB), that will provide behavioral and related services to students with disabilities ages 3-21 as directed by Individual Education Plans (IEPs), and other related work. The initial contract period is for three-years commencing on or about July 1, 2018 through June 30, 2021.

A. Background and Intent

The purpose of this request for proposal is to obtain cost proposals for a three-year contract from a vendor or vendors to provide reliable, experienced, and professional Registered Behavior Technicians, as needed for Waterbury School District for students with disabilities. The selected vendor or vendors will be responsible for the provision of services as set forth in student Individual Education Plans (IEPs).

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 type 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 record of accomplishment in providing the proposed services or similar services for other school districts.
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 will be compliant with the Registered Behavior Technicians training and certification standards, set forth by the Behavior Analyst Certification Board (BACB), and all staff and Registered Behavior Technicians will be competent in providing the services outlined in the scope of services. The proposer agrees that all proposed Registered Behavior Technicians are subject to the City's review of their qualifications.
5. Evidence of sufficient staff and pool of experienced Registered Behavior Technicians that will be available to the City upon request to fill its immediate and changing needs.
6. Ability to demonstrate that all assigned staff and Registered Behavior Technicians will have experience in a school setting working with evidence-based behavior intervention techniques and strategies.
7. Ability to demonstrate that all assigned staff and Registered Behavior Technicians will have experience in a school setting working with students with disabilities.
8. The proposer will provide Registered Behavior Technicians trained in CPR, first aid and use of the Automated External Defibrillator (AED).
9. The proposer shall ensure that each Registered Behavior Technician will follow all City and School District procedures, guidelines and other requirements as set forth by Waterbury School District representatives. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each Registered Behavior Technician candidate.
10. The proposer shall ensure and require that each Registered Behavior Technician provide timely and complete reports, data, or other documentation as requested by Waterbury staff.
11. 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 Registered Behavior Technicians, as needed and requested by the Waterbury School District, that are capable of providing behavioral 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.

2. All Registered Behavior Technicians services must be performed, for the City, during school hours when the school is in session. Students are primarily located in Waterbury schools.
3. All Behavior Technicians must be registered with the Behavior Analyst Certification Board (BACB) within 6 months of assignment to the Waterbury School District.
4. The proposer must demonstrate that it will be able to provide Registered Behavior Technicians immediately, upon request, to fill the immediate and changing needs of the District.
5. The proposer will insure that all Registered Behavior Technicians working in the Waterbury School District have had satisfactory criminal background checks, drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
6. The Proposer will designate and assign one person responsible for the coordination of all Registered Behavior Technician services assigned to the Waterbury School District. The designated individual will respond to any issues or concerns of the City.
7. Registered Behavior Technicians will be assigned one or more students as well as other related responsibilities by City personnel.
8. Registered Behavior Technicians may assist in implementing the student's IEP and behavior plans, follow the instructions of the District staff and the Board Certified Behavior Analysts, compile data and information as directed and provide other related services at the District's request.
9. Provide Registered Behavior Technicians that are able to work with one or more students based upon the students' individual education plans.
10. Registered Behavior Technicians are needed for each school day following the school calendar of up to 183 days and for extended school year services for an additional 16-20 days in the summer.

11. The proposer's shall require that its Registered Behavior Technicians 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.
12. The proposer shall require and ensure that each Registered Behavior Technicians provide the District with all required Medicaid documentation in a form and manner acceptable to the District, and in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
13. The proposer will promptly submit invoices for services rendered no later than 30 days after the services are provided, with supporting documentation as requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be for three years commencing on July 1, 2018 and terminating on June 30, 2021.

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 2PM on April 11, 2018.** Prospective proposers must limit their contact regarding this RFP to Mr. Orso or such other person otherwise designated by Mr. Orso. 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 12 , 2018 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. Orso at (203) 574-6748.

4. The following language may be applicable to this RFP if services to be provided by the proposer is bargaining unit work that will result in layoffs.
 - a. The successful proposer offer available work, to bargaining unit employees who are qualified to perform the work;
 - b. recognize and bargain with the Union over the terms and conditions of employment for bargaining unit employees who are hired.
 - c. pending completion of negotiations with the Union, offer to bargaining unit employees hired, a package of wages and benefits (other than pension benefits) that is comparable as a whole to that provided by the City prior to the subcontracting.

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 this 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 Registered Behavior Technicians, identified in its response to this RFP, will be the persons actually assigned to provide the services. Any additions, deletions or changes from the proposal during the course of the agreement period must be approved by the City, with the exception of Registered Behavior Technicians who have terminated employment. Replacements for Registered Behavior Technicians who have terminated employment with the proposer are subject to review of their qualifications by the City. At its discretion, the City, at its sole discretion, may require the removal and replacement of any of the proposer's Registered Behavior Technicians 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 because 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. The proposer must provide its retention/turnover rates of Registered Behavior Technicians for the past 3 years.

11. The Proposer must provide the names, addresses, contact persons and phone numbers for all of the school districts the proposer has serviced over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
12. 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.
13. 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.
14. 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.
15. 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.
16. The proposer must accept the City's standard agreement language. See Professional Service Agreement in **Attachment B**.
17. The proposer shall be required to provide insurance as established by the City, and as set forth in Section 9 of the standard agreement attached hereto as **Attachment B**.
18. 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 **10:30 AM on April 23, 2018**.

Mr. Rocco Orso
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. Orso, 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 and School Districts that the proposer has provided RBT or similar services to 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 and RBTs identified in the work plan by job classification, along with their resumes and certifications. 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 cost proposal for the provision of Registered Behavior Technician for each year of the three period, 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 the total cost, including 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

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/RBTs to be assigned to provide services 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 and ability to provide services of Registered Behavior Technicians, certified by the Behavior Analyst Certification

Board (BACB), as needed by the School District within required periods 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"). As well as Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, if applicable, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the previously mentioned 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.

Proposal for BID #6103:

Registered Behavior Technician Services

Prepared For:

The City of Waterbury Education

Submitted By:



Constellation School Based Therapy

14 Westport Avenue, Norwalk, Connecticut 06851 (203) 845-8000



CONSTELLATION SCHOOL-BASED THERAPY

Company Business Address:

Constellation School-Based Therapy
14 Westport Avenue, Norwalk,
Connecticut 06851 (203) 845-8000

Website:

www.constellationhs.com

Primary Contact:

Joanne Drouillard OTR/L
Director of School-Based Therapy
(203) 845-8000
jdrouillard@constellationhs.com

Secondary Contact:

Tiva Pierce BCBA, LBA
ABA Program Manager
(203) 845-8000
tpierce@constellationhs.com

Administrative Contacts:

Jason Creutzmann
President and CEO
(203) 845-8000
jcreutzmann@constellationhs.com

Emmy Nteziryayo
Director of Finance & Accounting
(203) 845-8000
enetziryayo@constellationhs.com

Date Established:

February, 1985

Type of Business:

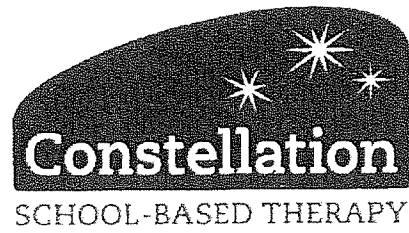
Four Major Service Areas –

- School Based Therapy Services
- Licensed and Medicare Certified Home Health Agency, including Hospice Care
- Private Duty Services
- Geriatric Care Management



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Section 2	Experience, Expertise and Capabilities
Section 3	Statement of Qualifications and Work Plan
Section 4	Cost Schedule – Attached Envelope
Section 5	Information Regarding: Failure to Complete Work, Default Litigation
Section 6	Exemptions and Alternatives
Section 7	Additional Data <ul style="list-style-type: none">- Resumes- Sample Functional Behavioral Assessments- Sample Behavioral Intervention Plans- Letters of Recommendation- Constellation School Based Therapy Additional Information



Proposer Information

Proposer Information

Constellation School-Based Therapy

14 Westport Avenue, Norwalk, Connecticut 06851

Company History

Constellation Health Services family of companies provides a diverse yet interconnected range of health care services, throughout Connecticut, New York, Massachusetts and New Hampshire. Constellation Health Services, hereinafter referred to as CHS, is a privately owned, for profit organization specializing in home health care, private duty care, hospice care, rehabilitation services as well as school-based services.

Our company, as a whole is governed by a Board of Directors who is responsible for ensuring the financial strength of the company, as well as the exceptional quality of care we deliver. Although each service division operates separately, leadership, planning, human resources, finance and clinical development are centralized and coordinated in the company's main office in Norwalk, Connecticut.

Constellation School Based Therapy LLC, hereinafter referred to as CSBT, is a highly specialized division of Constellation Health Services. Since its inception in February of 1985, when known as Norwalk Rehabilitation Services (NRS), our organization has provided pediatric physical and occupational therapy on an independent contractual basis to a number of educational settings, and across a number of public school systems throughout Connecticut's Fairfield and New Haven counties for 21 successful years. In 2017 Constellation School Based Therapy added its ABA (Applied Behavioral Analysis) program service division. Since its inception Constellation's ABA program has grown exponentially, offering skilled behavior-based services at home, remotely and within several public-school settings.

Key Team Members

Joanne Drouillard OTR/L,

Director of School-Based Therapy

18+ years of School Based Experience

Kathleen Lavalley MPT

Assistant Director of School-Based Therapy

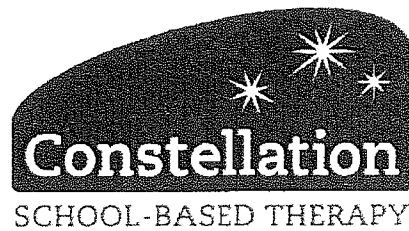
10+ Years of School Based Experience

Tiva Pierce BCBA, LBA

ABA Program Manager

10+ year of experience

*Please refer to Resumes in the Experience, Expertise and Capabilities Section for more specific information regarding Key Team members' background and experience.



Experience, Expertise and Capabilities

Experience, Expertise and Capabilities

Philosophy Statement and Business Focus

Constellation School-Based Therapy is a recognized leader in the delivery of educationally related occupational, physical and ABA therapies, provided in the context of the public-school environment. We are known and respected for operational, financial and quality best practices in the delivery of related therapy services to students. As an organization, we have inherent specific knowledge as to what works and what does not work in school-based practice, and we apply these insights and perspectives to every operational engagement. We make it our business to understand the educational mission of each district; the specific mandates placed upon the districts, and unique district, team or family demands. Through our senior leadership team and our expert staff, we know how to deliver excellence in school-based practice, while we focus on quality and cost effectiveness. Constellation School Based BCBA's understand the difficulties that might arise for teachers when the classroom environment is disrupted. Through partnering with teachers within the classroom, our experience and expertise helps to limit those disruptive behaviors and create opportunities for success.

Summary of Relevant Experience

Constellation School-Based Therapy (CSBT) provides expertise in the delivery of educationally-related therapy services throughout Connecticut. The services provided to each of the districts we work with vary, according to the needs of the students served, and the goals and objectives of each school system. CSBT has designed, implemented and currently manages school-based therapy programs, to promote best practices in the educational setting. We provide teams of school-based therapists, BCBA's and RBT's with advanced skills and expertise in pediatric practice. Our therapists focus on removing barriers for students, in their abilities to learn, and participate in all aspects of the school environment. Service delivery is founded on the principles of educating students with special needs in the least restrictive environment, and within a setting which facilitates achievement and success in learning. Constellation School Based BCBA's and RBT's understand that behavioral changes made through internalized learning cannot be rushed. Our teams of therapists utilize a number of service delivery models in an integrated approach, as well as providing professional development for educators, and consultation services to districts.

Summary of Relevant Business Focus

Name:	Contact	Nature of services	Dates	Completed
Greenwich Public schools	Mary Forde, Director Special Education 290 Greenwich Avenue Greenwich, CT 06830 203 625 7466	School Based OT and PT services, students 3-21 years	1999 - present	Ongoing
Stamford Public Schools	Wayne Holland Director Special Education 888 Washington Boulevard Stamford, CT 06901 203-977-4853	School Based OT and PT services, students 3-21 years	1998 to present	Ongoing
Norwalk Public Schools	Joe Russo Stacy Heiligenthaler Assistant Director(s) of Specialized Learning and Student Services 125 East Avenue Norwalk, CT 06852 203 854 4133	School Based OT, PT, and ABA services, students 3-21 years	1997 to present	Ongoing
Darien Public schools	Shirley Klein Director of Special Education 35 Leroy Avenue Darien, CT 06820 203 656 7474	School Based OT and PT services, students 3-21 years	2002 to present	Ongoing
Monroe Public schools	Kay Moser Director Special Education 375 Monroe Turnpike Monroe, CT 06468 203 452 2860	School Based OT, PT and ABA services, students 3-21 years	2002 to present	Ongoing
Easton Public Schools	Tracy Edwards Director of Special Services 654 Morehouse Road Easton, CT 06612 203 459 9689	School Based OT services 24 hours/week	2012 - present	Ongoing
Redding Public schools	Tracy Edwards Director of Special Services 654 Morehouse Road Easton, CT 06612 203 459 9689	School Based OT services 21 hours/week	2015 - present	Ongoing
Institute of Professional Practice Stratford	Dr. Charles Newfield Director of Behavioral Services 55 Fotch Street Stratford, CT 06615	School Based OT and PT services,	2014 - present	Ongoing

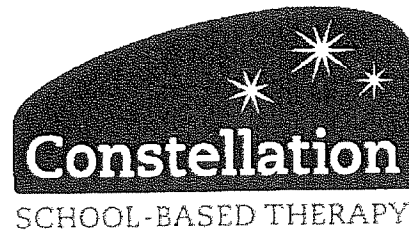
	203-385-5729	students 3-21 years		
PMT recertification	Amy Burton Brain Gym Instructor 14 Westport Avenue Norwalk, CT 06851 203-845-8000	Trained as PMT coach to recertify CHS staff	2014-present	Ongoing
Brain Gym	Amy Burton Brain Gym Instructor 14 Westport Avenue Norwalk, CT 06851 203-845-8000	Brain gym certified	2015-present	Ongoing
Shelton Public School	Elizabeth Hannaway Assistant Director of Special Education 54 Hill Street, Shelton, CT 06484 203-942-1023	School Based ABA, students 3- 21 years	2017-present	Ongoing
The Speech Academy	Toni Giannone Director 203-220-9595	School Based ABA, students 3- 21 years	2018-present	Ongoing

Personnel Listing

<u>Supervisory</u>	<u>BCBA</u>	<u>RBT</u>
Joanne Drouillard, OTR/L	Rebecca Ripley, BCBA	Lauren Malinowski, RBT
Kathleen Lavalley, MPT	Vanessa Aurtillia-Stultz, BCBA	Laura Shaughnessy, RBT
Tiva Pierce BCBA, LBA	Margaret Fitch, BCBA	

Conflict of Interest

CSBT is unaware of any current or potential future conflicts of interest in relation to RFP 6103



Statement of Qualifications and Work Plan

Statement of Qualifications and Work Plan

Qualifications in relation to the delivery of School Based services

As an experienced provider of educationally related therapy services to students ages 3-21, CSBT has developed and designed an Applied Behavioral Analysis (ABA) program to promote best practice within the field. CSBT's ABA services operate under the founding principal that by partnering with teachers within the classroom we are best able to use our experience and expertise to help limit disruptive behaviors and create opportunities for growth and success. Each of our Board-Certified Behavior Analysts (BCBAs) and Registered Behavior Technicians (RBTs) receives targeted training and ongoing support to guarantee the highest quality school-based services. These services provided to each school system vary according to the needs of the students served, and the goals and objectives of each school system.

Contract History

Name:	Contact	Nature of services	Dates	Completed
Norwalk Public Schools	Joe Russo Stacy Heiligenthaler Assistant Director(s) of Specialized Learning and Student Services 125 East Avenue Norwalk, CT 06852 203 854 4133	School Based OT, PT, and ABA services, students 3- 21 years	1997 to present	Ongoing
Monroe Public schools	Kay Moser Director Special Education 375 Monroe Turnpike Monroe, CT 06468 203 452 2860	School Based OT, PT, and ABA services, students 3- 21 years	2002 to present	Ongoing
Shelton Public School	Elizabeth Hannaway Assistant Director of Special Education 54 Hill Street, Shelton, CT 06484 203-942-1023	School Based ABA, students 3- 21 years	2017- present	Ongoing
The Speech Academy	Toni Giannone Director 203-220-9595	School Based ABA, students 3- 21 years	2018- present	Ongoing

Work Plan

CSBT's current ABA service delivery staffing consists of 4 BCBA's and 2 RBTs. CSBT currently holds several school contracts within Connecticut. CSBT understands that the numbers of students and required ABA services hours and locations may change over the course of a contract. Our current staffing capabilities allow us to meet and provide flexible and quality service for districts ever changing needs. We are able to recruit and hire within short time periods due to our vast professional network coupled with our access both internal and external recruiters.

CSBT is currently providing ABA services in the following locations:

Norwalk Public Schools

Shelton Public Schools

Monroe Public Schools

Speech Academy

CSBT has created a tried and true model for the delivery of ABA services within the educational environment. The scope of these services offered is inclusive of IEP related service, 504 services as well as SRBI initiatives. With a plethora of working experience, CSBT offers the following DIRECT ABA student driven services:

1. CSBT will provide the services of a quality Registered Behavior Technician(s) and (if required) a Board-Certified Behavior Analyst specifically for ABA and BCBA services.
2. CSBT will provide supervisory and management level staff to coordinate services with school administration, and oversee the program and services delivered by CSBT personnel.
3. ABA and BCBA services will be provided in accordance with all federal, state and local regulations which impact service delivery of therapies within a public-school setting.
4. CSBT staff will be responsible for the following duties:
 - a. Creation and implementation of research and evidence-based ABA services which can be easily replicated in a variety setting within a public-school system.
 - b. Provide pre-referral intervention services to support student and educators, when a student has been identified as having special learning needs.
 - c. Screen students for referral to ABA or BCBA therapy.
 - d. Perform educationally designed evaluations or specialized evaluations as appropriate. Including but not limited to administration the VB-MAPP and/or ABLLS and when required, creation of Functional Behavior Plans (FBA)
 - e. Provide evidence-based interventions for each student, employing a continuum of service delivery models, appropriate to school-based practice. Service intervention includes, but is not limited to, discrete trial training, natural environment training activities, small group or social group, behavioral modification, functional communication training and positive reinforcement.
 - f. Develop behavioral supports for students and teachers both in the self-contained classroom as well as mainstream general education environments.
 - g. Demonstrate and explain appropriate de-escalation strategies as needed

- h. Develop evidence-based intervention plans in collaboration with the Planning and Placement Team.
- i. Participate in IEP meetings, and other meetings as required.
- j. Create meaningful data tracking systems to both monitor success and influence future behavior planning.
- k. Complete all student specific documentation in a timely basis including evaluations, progress reports, discharge summaries, statistical reports (all as required by the district).
- l. Prepare materials to be used in direct intervention, classroom programs or home use.
- m. Prepare requisition forms for any materials, supplies or equipment.

CSBT understands the importance behind the indirect services required within the educational environment. With years of expertise and experience, CSBT offers the following **INDIRECT ABA** student driven services.

- 1. Complete all required documentation in a timely basis. Documentation shall include but not be limited to: observations and evaluations; required IEP participation; progress notes; discontinuation summaries; individualized programs for classroom or home use; and all other documentation required by the school system. Documentation/billing as required by district.
- 2. Attendance, scheduling and caseload management through district identified program identified program.
- 3. Maintain efficient and accurate data-collection systems as needed for individual students, in order to monitor progress.
- 4. Prepare for and participate in all meetings (PPT's, family meetings, educational team meetings).
- 5. Prepare materials for use in direct intervention and consultation for use by classroom teachers. This includes assessment for and implementation of BIP (Behavioral Intervention Plan), collaborative strategies, and activity programs as needed by students in the classroom.
- 6. Provide ongoing evidence-based consultation and collaboration to teachers and classroom staff within both self-contained and mainstream environments. Topics to be covered include but are not limited to: managing aggressive behavior, creating a rewards system and interventions for physical altercations.
- 7. Provide collaborative opportunities and establish meaningful communication systems to engage families and provide useful strategies inclusive of home, school and community environments. In order to facilitate this, CSBT offers remote parent training to increase access, carryover and overall success.
- 8. Prepare requisition forms for any materials or equipment needed by students receiving services.

CSBT has created a multi-tiered managerial structure which supports and offers the following **MANAGEMENT/BILLING** Infrastructure for its ABA services:

1. It shall be the responsibility of CSBT management to perform the following activities:
 - a. Recruit, hire and assign therapists who are qualified and specifically trained to meet the individual and unique needs of the student population; and matched to teacher need for specific and unique knowledge.
 - b. Provide continuing education and onsite training and supervision to therapists assigned to.
 - c. Supervise each therapist and monitor school-based practice competencies.
 - d. Notify school administration of any CSBT staff resignations or transfer requests.
 - e. Monitor productivity and efficiency of therapists.
 - f. Provide any statistical and narrative reports on services as requested by.
 - g. Provide orientation and service delivery support to CSBT staff.
 - h. Meet periodically with school administration to discuss issues and concerns, evaluate the program and implement any necessary changes as requests
2. CSBT will provide a verification of credentials on its individual staff members including licenses, evidence of physical exams, finger-printing, freedom from communicable disease, and competency testing results, on request of school administration.
3. CSBT will provide and maintain PMT, CPR, first aide, and automated external defibrillator certifications.
4. CSBT will provide a certificate of professional liability, general liability and malpractice insurance in the minimum amount of \$1,000,000/\$3,000,000 and any umbrella coverage or additional insurance beyond the stated minimum amount.
5. CSBT will provide a detailed invoice to within 10 business days of the close of the month. CSBT agrees to maintain its fee schedule for the term of this agreement. Agrees to pay the invoice upon receipt of the invoice. If fails to pay an invoice when due, CSBT shall give an opportunity to cure said non-payment within 30 days. If fails to cure its non-payment and pay all outstanding amounts within the time provided, an interest charge of 1.5% per month shall be added to any unpaid balance, and the non-payment shall be grounds for termination of the agreement, as set forth below.
6. CSBT agrees to remove any of its individual staff members from assignment to upon request of administration; after it has been determined that performance does not meet the expectation of school authorities.
7. CSBT shall indemnify and hold harmless the, its officials and school administration and personnel, its officers and agents from and against any and all claims, damages, losses, liabilities, costs or expenses (including attorneys' fees) arising out

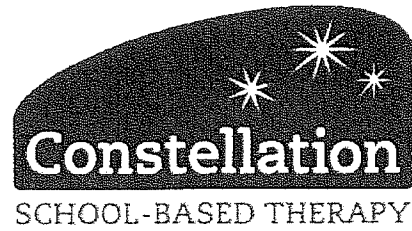
of acts or omissions by CSBT officers, directors or employees occurring during the term of this agreement.

8. Agrees to indemnify and hold harmless CSBT, its officers, directors, employees and affiliates for any and all claims, damages, losses, liabilities, costs or expenses (including attorneys' fees) arising out of acts or omissions by officers, administrators or employees occurring during the term of this agreement.
9. CSBT takes full responsibility for the salary, wages and benefits paid to its employees and for providing Workers Compensation coverage, and for payment of all federal and state payroll tax withholdings.
10. Pursuant to "The Behavior Analyst Certification Board's (BACB's) professional and ethical compliance code for Behavior Analysts (the "Code") consolidates, updates, and replaces the BACB's Professional Disciplinary and Ethical Standards and Guidelines for Responsible Conduct for Behavior Analyst. The code includes 10 sections relevant to professional and ethical behavior of behavior analysts, along with a glossary of terms. Effective January 1, 2016, all BACB applicants, certificates and registrants are required to adhere to the code.
11. CSBT agrees to hold confidential all matters relating to service delivery and financial remuneration to the district of. Similarly, will hold confidential all matters relating to business with CSBT, service delivery, financial remuneration and employee contact information on behalf of CSBT.

Services Expected of the City

CSBT will require the following of Waterbury Public Schools in order to ensure the highest quality collaborative services:

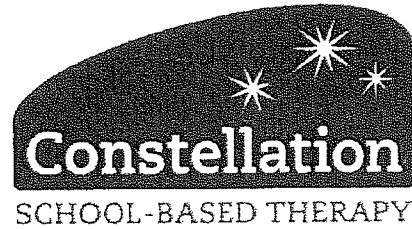
- Up to date service information per discipline, and per building to allow for efficient scheduling and staffing
- Identified Administrative contacts (School Based as well as Finance)
- Monthly meetings to ensure quality service and program planning
- Required Billing formats and Parameters
- Access and training in all current web-based programs
- Clearly defined referral procedures
- Adequate work space and computer access




Cost Schedule

Cost Schedule


SEE SEALED ENVELOPE

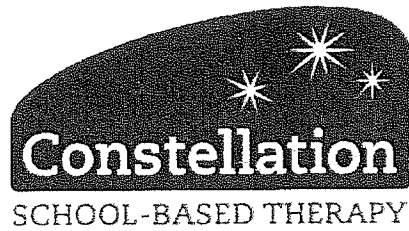


Information Regarding Failure to Complete Work, Default and Litigation



Information Regarding Failure to Complete Work, Default and Litigation

- A. Constellation School Based Therapy has a 20 plus year track record of success. In that time CSBT has never failed to complete any work awarded to us.
 - B. CSBT has never defaulted on any contract, and in most cases has maintained long standing relationships working relationships with many of the districts we serve.
 - C. Our commitment to best practice coupled with our working knowledge of all federal and state regulations has left us free from litigation or legal action to present date.
 - D. More specifically, CSBT has never been named in a lawsuit related to errors or omissions.
 - E. CSBT has maintained successful relationships with all of our contracted partners and has never had a contract or official arrangement terminated or cancelled.
 - F. CSBT has never filed for bankruptcy, and in contrast processes an overwhelming commitment to sound fiscal practice.
 - G. CSBT has on one occasion exceeded the hours originally outlined in a contract. However, these additional hours were provided at the district's request. These surplus hours were to support new programs created outside of the original RFP.
 - H. CSBT has no other factors or information to disclose to the City of Waterbury which would affect our firm's ability to provide the services being sought after.
- 

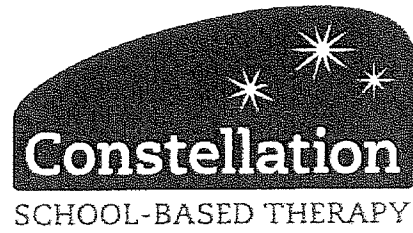


Exemptions and Alternatives

Exemptions and Alternatives

CSBT would like to request an exemption to Section H, statement 2, section b - the three (3) years of relevant experience requirement.

CSBT as an organization has 25 plus years of relevant school related experience in the related service fields of physical and occupational therapy. The ABA service division of our company was added in 2017. Despite the newness of this division, our team of skilled ABA clinicians collectively have over 30 years of relevant work experience to offer. Although we do not meet the 3-year requirement, CSBT is confident that we can provide the skilled and integrated ABA services that the City of Waterbury requires.



Additional Data

Tiva P., M.ED., BCBA

- Education:** BA in speech language pathology and psychology, 2008-2013
Hofstra University, Hempstead, NY
- M.ed Applied Behavior Analysis, 2014-2016
Arizona State University
- Matriculated PhD, Applied Behavior Analysis, 2016-present
The Chicago School of Professional Psychology
- B.A. in Psychology, May 2012
University of Connecticut - Storrs, CT
- Experience:** April 2017 – Present
Constellation Health Services, Norwalk, CT
Manager/BCBA
- Consult with various public schools
 - Conduct Functional Behavior Assessments and create Behavior Intervention Plans
 - Train and supervise paraprofessionals
 - Provide trainings during professional development days
 - Collect data and create graphs illustrating academic and behaviors progress
 - Monitor, evaluate and analyze behavior change progress
 - Assist in hiring new staff
- May 2015 – March 2017
ZABA Therapy, Hamden, CT
Behavior Specialist/BCBA
- Direct instruction 2-12 yr. old children home based implementing daily living skills to increase independence
 - Utilize functional communication training, replacement behavior used for aggression and self-injurious behavior, DTT, self-help skills, backward and forward chaining, DRO, NCR, DRL, DRH, DRA, DRI, token economies.
- Research:** -Pierce. T (2017), The effect of remote parent training on positive reinforcement for parents with children with autism spectrum disorder
-Pierce. T (present) Preferences for and Reinforcing Efficacy of Attention Types Across Researchers.
- Conferences:** Posters: ABAI 2018, The effect of remote parent training on positive reinforcement for parents with children with autism spectrum disorder

Board Certified Behavior Analyst (BCBA®) - BCBA # 1-17-25522

ARGARET F., M.S., BCBA

Education:

Saint Joseph's University, Philadelphia, PA 2011-2013

Master's Degree in Criminal Justice with a certificate in Behavior Analysis.

Fairfield University, Fairfield, CT 2008-2011

Bachelor of Arts, Psychology
Matriculated four-year program in three years through rigorous curriculum schedule.

B.A. in Psychology May, 2012
University of Connecticut - Storrs, CT

Experience:

August 2017 – Present

Constellation Health Services, Norwalk, CT

Assistant Program Manager/BCBA

- Consult with various public schools
- Conduct Functional Behavior Assessments and create Behavior Intervention Plans
- Train and supervise paraprofessionals
- Provide trainings during professional development days
- Collect data and create graphs illustrating academic and behaviors progress
- Monitor, evaluate and analyze behavior change progress
- Assist in hiring new staff

January 2015 – September 2017

Giant Steps, Southport, CT

Behavior Specialist/BCBA

- Conduct functional behavior assessments.
- Design and implement behavior intervention plans.
- Monitor, evaluate, and analyze behavior change progress.
- Train and supervise staff members on implementing behavior intervention plans.
- Create graphs illustrating behavioral changes and progress.
- Prepare reports for Planning and Placement Team meetings.
- Teach therapeutic horseback riding lessons at Fairfield County Hunt Club.
- Work with a multi-disciplinary team to create preventative strategies.

July 2016 – Present

Bay Path University, Longmeadow, MA

ABA Supervisor (Part-time)

- Supervise fieldwork undertaken by students currently enrolled at Bay Path for their experience hours.
- Provide feedback for assignments, behavioral programing and data collection.
- Conduct bi-weekly meetings with assigned students.
- Directly observe each student, either in-person or via video, during each supervision period.

November 2013 – Present

Creative Interventions, LLC, East Granby, CT

BCBA Consultant (November 2014 to Present)

Lead Therapist February 2014 – November 2014)

ABA Therapist (November 2013 – February 2014)

- Deliver in-home ABA therapy to children with autism from two to fourteen years old.
- Conduct functional behavior assessments.
- Design and implement behavior intervention plans and skill acquisition plans.
- Monitor, evaluate, and analyze data.
- Carry out VBMAPP assessments and preparing goals based on VBMAPP data.
- Assist behavior therapists in correct application of behavior principles and procedures.
- Compose progress reports to be submitted to insurance companies and prepare treatment plans.
- Conduct trainings for parents in program implementation, monitoring behavior change progress and in skill acquisition techniques.
- Organize and supervise social groups for clients to promote social interaction.

July 2012 – November 2013

Area Cooperative Education Services,

Village School, North Haven, CT

ABA Trainer

- Worked one-on-one with students with autism ages 5 to 12 implementing ABA therapy in a classroom setting.
- Executed discrete trial instruction daily in early intensive behavioral intervention program.
- Graphed educational program data daily.

RELATED EXPERIENCE

ANIMAL ASSISTED THERAPY SERVICES, Woodbridge, CT

8/12 –

1/13

Teaching therapeutic horseback riding lessons for children with developmental and physical disabilities.

ATLANTIC RIDING CENTER FOR HEALTH, Egg Harbor Township, NJ
6/12

2/12 –

Assist in therapeutic riding lessons for children with behavioral and developmental disabilities.

ACTION FOR BRIDGEPORT COM. DEVELOPMENT (ABCD), Bridgeport, CT 2/11-5/11

Social Work Internship assisting children with behavioral problems work on positive skills for life, self-control and social development.

ACTIVITIES/INTERESTS

*Certified Therapeutic Riding Instructor through PATH Intl. 2012 - Present.

* President and organizer of *Pen Pals Club* through which Fairfield University students reached out to third graders from Bridgeport inner-city school through weekly letter writing. 2008-2011.

*Raised donations and distributed food and clothing for Bridgeport Rescue Mission. 2008-2011.

*Chair of the Fairfield University charity Midnight Run event for 2009-2010 and Committee member Midnight Run, April 2009.

* Member of Fairfield University Equestrian team. 2008-2010.

Board Certified Behavior Analyst (BCBA®)

BCBA # 1-14-9665

Vanessa S., BCBA LPC

Education: Manhattanville College, Purchase NY
Board Certified Behavior Analyst Post Master's Program August
2014

Iona College, New Rochelle, NY
MA Mental Health Counseling May 2010

Manhattanville College, Purchase NY
Bachelor of Arts Psychology May 2006

Experience: January 2018 – Present
Constellation Health Services, Norwalk, CT
BCBA

- Accurately observe and record client behaviors through several forms of data collection (i.e. partial interval, whole interval, antecedent-behavior-consequence, and daily data)
- Assist the BCBA in developing operationally defined target behaviors, goals, and objectives in accordance with each client's IEP
- Proficient in Rethink digital data collection system
- Ability to understand and implement a high level of behaviorally significant terms, language, and procedures
- Communicate effectively and confidentially with parents, supervisors, teachers, and other members of the client's team as necessary

2017 – Present

Theracare, Fairfield County, CT

BCBA, ABA Provider Services 2017-Present

- Conduct and document assessments for children, aged 3-18 years old, diagnosed with Autism Spectrum Disorders according to policy and procedure
- Determine frequency and direction of services for children
- Develop treatment plans including Behavior Intervention Plans for child based on the assessments conducted and clinical observations
- Analyze data to ensure plan is appropriate for child; make changes to plans as necessary
- Develop transition plans as required
- Provide direct services per mandate
- Provide family training
- Coordinate with other care providers (outside services, outside medical professionals, etc.)

- Train ABA Therapist on program Policies and Procedures
- Support ABA Therapist in implementation of Applied Behavior Analysis principles, procedures, and implementation
- Supervise ABA Therapist on cases as mandated by treatment plan
- Follow all policies and procedures as indicated

2014 – Present

Lead Early Intervention Specialist / Service Coordinator

- Responsible for writing programs and lessons which encompass IFSP and IEP goals using observations and tools such as the VB-MAPP
- Supervise and support teachers in implementing ABA techniques to address goals and behaviors
- Analyze data and adjust programs accordingly
- Coordinate interdisciplinary team and facilitate communication between providers
- Ensure clinicians and teachers are aware of IFSP/IEP goal
- Communicate and collaborate with families
- Implement family coaching model
- Attend meetings with LEA as necessary
- Provide supervision to clinicians regarding following established rules and procedures to ensure IFSP/IEP goals are met and services are delivered in accordance with individualized plans
- Utilize performance evaluation tools
- Facilitate team meetings
- Assist with the recruitment of Teachers/Clinicians through community and school contracts
- Inform Supervisor of any clinical or administrative performance issues
- Attend meetings related to functions and participate in projects as required
- Conduct eligibility evaluations using the Battelle Developmental Inventory and the DECA

2013-2014

Stamford Jewish Community Center, Stamford CT

Director, JumpStart Program

- Create and implement behavior and intervention plans for children
- Provide staff with support and guidance on how to interact with children while addressing specific goals, behaviors, and sensory needs
- Track behaviors and record progress
- Coordinate and conduct meetings with prospective families
- Manage and audit all enrollment paperwork, assist in monitoring enrollment fees and monthly family dues
- Coordinate and schedule staff development opportunities with outside therapists
- Provide families with additional community resources as needed and act as support for families while they

navigate and explore therapeutic options for their children

- Generate staff schedules and audit staff time sheets
- Assist with organization of quarterly family events such as Field Day, Mother's Tea, and the Fall Festival
- Participate in all meetings with the local school district and assist in developing
- IEP goals while giving input on appropriate supplemental services
- Contribute in meetings with early intervention teams to share strategies and discuss next steps to ensure consistency amongst team members
- Facilitate the flow of the day to day classroom activities

2011-2014

Theracare, Fairfield County, CT

Early Intervention Specialist/ Service Coordinator

- Conduct evaluations and assessments to determine eligibility for birth to three services
- Provide families with a thorough understanding of their rights as well as what birth to three services consist of and regularly review guidelines as well as discuss family expectations and goals
- Continue to meet and fulfill all responsibilities previously held as Early
- Intervention Associate
- Develop and implement behavior management programs

2009-2011

Early Intervention Associate/Service Coordinator

- Plan and implement delivery of early intervention services to children on designated caseload, including screening, assessment, intervention planning, implementation of intervention (typically applied behavior analysis), implementation of related therapy goals and objectives and transition planning
- Data collection primarily through discrete trials or probe collection
- Collaborate with the family and a multi-disciplinary team to develop goals and outcomes for children referred to program
- Deliver services in the child's most natural environment
- Educate family members and caregivers on different intervention strategies to facilitate active involvement and carry-over at community settings
- Maintain proper documentation to comply with state regulations
- Coordinate and participate in PPT and Transition meetings with school districts
- Assist in development of IEP's

2007-2008

Accountants Incorporated, Stamford CT

Office Coordinator

- Provide client reception, answer and direct phone calls and schedule appointments

- Review resumes, verify credentials, conduct references at accounting recruiting firm
- Provide general office support

Training:

BCBA Supervision training- 8hrs 5/2017
Deveraux Early Childhood Assessment Training 11/2014
NY State: Identification and Reporting of Child Abuse and Maltreatment 05/2010

Training Program:

Helping Children with Loss and Grief 09/2008

Volunteering:
2008

Den for Grieving Children, Family Centers-Greenwich CT 2007-

Lauren Marie M.

Education:

Master of Arts in Teaching, May 2016
Initial Teacher Certification
Sacred Heart University, Fairfield, CT

Bachelors of Science, May 2005
International Business
Fashion Institute of Technology, New York, NY

Skills:

I have over eight years of experience working directly with children and adolescents with behavioral challenges, in the home, school, and clinic, to decrease problematic behaviors. My expertise is in teaching clients anger management techniques, relaxation skills, emotional coping skills, and functional living skills.

Experience:

October 2017 – Present

Constellation Health Services

Behavioral Technician (RBT)

- Accurately observe and record client behaviors through several forms of data collection (i.e. partial interval, whole interval, antecedent-behavior-consequence, and daily data)
- Assist the BCBA in developing operationally defined target behaviors, goals, and objectives in accordance with each client's IEP
- Proficient in Rethink digital data collection system
- Ability to understand and implement a high level of behaviorally significant terms, language, and procedures
- Communicate effectively and confidentially with parents, supervisors, teachers, and other members of the client's team as necessary

February 2016 – Present

Connec-to-Talk, Wilton, CT

Behavioral Therapist

- Provide therapy treatment for individuals in school, home, and clinic settings using applied behavioral analysis techniques.
- Collected and analyzed data on client's progress.
- Collaborate with treatment team and clients' parents to assess client needs and determine obstacles to programming success.

August 2016 – Present

Samuel Staples Elementary School, Easton, CT

ABA Behavioral Therapist - BASES Program

- Collaborate with the school based team to assess client needs and determine obstacles to programming success.
- Record novel behaviors, maintain accurate behavior and program data, and complete daily insurance paperwork.
- Designed individualized behavioral interventions to prevent problems and promote positive behaviors.

August 2008 – June 2016

Norwalk Board of Education, Norwalk, CT

ABA Behavioral Therapist

- Special Education/ Alternative Classroom Setting
- Responsible for implementing behavior support plans to students with different severities of behavioral challenges.
- Collaborating with the team to define appropriate activities in relation to curriculum.
- Developing and adapting conventional teaching methods to individual needs, and creating a safe, stimulating, and supportive learning environment.

Laura S., RBT

- Objective:** Helping people find what it is they are looking for is my passion. Presenting the most appropriate decision after having conducted research to establish a client-specific result is a very rewarding and fun process.
- Education:** B.A. in Psychology May, 2012
University of Connecticut - Storrs, CT
- Skills:** Limited sign language, patience, the ability to function in a rapidly changing and fast-paced environment, responding to emergency situations quickly and effectively, scheduling, organization, punctuality, and an upbeat and positive demeanor.
- Experience:** October 2017 – Present
Constellation Health Services
Behavioral Technician (RBT)
- Accurately observe and record client behaviors through several forms of data collection (i.e. partial interval, whole interval, antecedent-behavior-consequence, and daily data)
 - Assist the BCBA in developing operationally defined target behaviors, goals, and objectives in accordance with each client's IEP
 - Proficient in Rethink digital data collection system
 - Ability to understand and implement a high level of behaviorally significant terms, language, and procedures
 - Communicate effectively and confidentially with parents, supervisors, teachers, and other members of the client's team as necessary
- April 2016 – October 2017
The Institute of Professional Practice, Meriden, CT
Applied Behavior Analysis (ABA) Therapist
- Implement and follow through with written behavior plans specific to each child
 - Assist the BCBA with any updates or changes regarding each behavior plan and/or IEP goal
 - Responsible for the graphing and organization of primary students' progress and creating the materials needed to meet IEP goals.
- April 2014 – April 2016
Area Cooperative Educational Services, Northford, CT
Applied Behavior Analysis (ABA) Therapist
- Follow through with written behavior plans
 - Complete all paperwork within a time-specific deadline

- Communicate with BCBA on a daily basis to ensure programs are being carried out appropriately



Student Name: DOB: AGE:
 Grade: Teacher:
 School:
 Date of Report:
 Evaluator/Prepared by:

Functional Assessment Report

SOURCE OF INFORMATION

Direct Observation
 Antecedent, Behavior, Consequence Data
 Frequency/Duration Data
Indirect Assessments:
 Motivational Assessment Scale (MAS)
 Record Review
 Staff Interview-
 Parent Interview-

REASON FOR REFERRAL

A Functional Behavior Assessment (FBA) was recommended to address Student's challenging behaviors within the school. The challenging behaviors identified in the referral include off-task behavior and behavioral episodes. The referral requested recommendations with behavior strategies to address Student's maladaptive behaviors based on the difficulties that the behaviors present for Student and his educational team.

BACKGROUND INFORMATION

Student is an 8-year-old male who is currently attending 3rd grade at XXXXXX Elementary School in XXXXXX, CT. Student currently has a 504 however the team recently decided to conduct a referral for special education services. Student is currently diagnosed with ADHD. Student is in his general education classroom with Mrs. XXXXX during the school day and is not currently assigned a paraprofessional.

STUDENT'S STRENGTHS

Student is a very polite and caring young man who is well liked in his grade, he has many friends within his classroom. Student is very athletic and can often be seen playing a sport at recess.

Definition of Challenging Behaviors

Off-Task: When Student engages in any of the following behaviors for longer than 1 minute: not actively engaged in the teacher led activity, (actively or passively) refuses to comply with a work demand, leaves his desk during instructional times, or plays with toys. Breaks are not included in this duration.

Example: The teacher is reviewing a lesson on division and Student is playing with wrestling figures at his desk.

Example: The class is playing a math game, Student loses and falls to the floor. After being directed to return to his seat he runs around the classroom ignoring repeated directions to sit down.

Non-Example: Student gets up to sharpen a pencil.

Indirect Assessment Results

The Behavior Motivation Scale (MAS) was completed by Student's teacher, school counselor, and the buildings permanent sub. Information from these tools was used as a basis for identifying possible functions of Student's challenging behaviors within the school setting. MAS questionnaires were completed in regards to Student's off-task behavior.

Information gathered from the MAS suggests that the primary function of Student's off-task behavior, within the school setting may be attempts to escape demands, and a second function to gain access to preferred items.

Interview Summary

An interview was done with staff who work with Student regarding his off-task behavior. When asked to describe his off-task behavior they stated that its avoidance from work, that it can be as subtle as sitting at his desk looking at the page but not completing the work or as explicit as telling you that he is leaving. On occasion Student has turned his back to staff who were talking to him or has told them "no". Student has also rushed to complete work in "2 seconds" just to get it done but none of the work was correct. Student has also stated to staff that he is just going to run around the room instead of completing work.

When asked when the behavior is most likely to occur the staff stated that typically the first hour of the day is the best time for him to complete his work and typically after that he is off-task. When asked if the behavior occurs around any particular activity they stated it doesn't matter what activity, it can happen during any of them. They stated that Student typically participates in gross motor activities or oral responses to questions when he already knows the answers. Also that he typically doesn't look at the smart board when it is on.

When asked how they typically respond to his off-task behavior the staff stated that they generally redirect him however if he refuses they generally won't push him. Sometimes he is given choices, which will occasionally work. Staff were asked what they do to calm him down if he becomes escalated, they stated that they usually end up leaving him alone if he is escalated because they haven't been able to verbally de-escalate him. They often try to get him to leave the room however sometimes he won't leave the room.

I interviewed Student in the school counselor's office, which he has been in frequently to make him more comfortable. I asked him what is difficult in school and he replied that multiplication and division is hard for him and that he started learning about it last year but this year it is difficult. When asked what else is difficult for him he stated that spelling tests are hard. When asked why he goes to Mrs. C's room instead of staying in the classroom he replied that its because he gets extra help and sometimes he needs it but he doesn't need extra help if he is doing a game in class.

When asked how he felt about taking the math tests online he stated that they are easy because its not like paper tests where you can make mistakes, on the computer you can't make mistakes. He also stated that the questions are easy. When asked what the hardest subject in class is he stated that writing is hard because he doesn't know many ideas to write about, that he has bad ideas and that sometimes he can't figure out what to write. Student was also asked if it's hard to stay in his seat and he replied, "yes, because I don't have my toys". He indicated that he feels like he needs to move when he's in his seat and that often he will take a break and go for a walk when he feels that way.

Direct Observation Results

Multiple direct observations were done following his PPT. During the first observation Student was with the reading specialist and was participating in a reading group. At the beginning of reading he was asked where his glasses were, he needed to run back to the classroom and grab them. When he returned he was instructed to read a book independently. Student quietly sat in his reading spot and opened the book. He did not read the book but instead was picking at the skin around his fingers and looking out the window at the students playing outside at recess. After a few minutes he closed the book although he hadn't turned the pages and put it away. Shortly after he closed the book the teacher called him to the table for a discussion with the other students. Student actively participated but frequently called out of turn and needed to be reminded to raise his hand. At the end of reading he followed directions to pack up and return to class.

When Student returned to his classroom the students were split into 3 different groups and were working on reading a short passage and answering questions. Student was invited to sit with the group his teacher was running but asked if he could go to Mrs. C's to complete the worksheet. Student went to her room and worked one on one with Mrs. C. Student completed the worksheet with Mrs. C and then returned back to the classroom. The teacher instructed students to pack up and return to their desks. Student packed up and returned to desk and waited quietly for the next direction. The teacher then passed out laptops for the students to take an online math check. Student took the online math check and completed it in only 8 minutes when all the other students took at least 16 minutes to complete. When completing it he answered the first question correctly but after the first question he just pressed random numbers for answers without reading the questions. After he finished he was instructed to go on IXL (math website) however he asked to go to Mrs. C's room, but she was not in there so he came back. Then he asked if he could check for her in the office. Score from math check broken up into the sections that were covered-

- Number and Operations in Base Ten= 5%
- Number and Operations- Fractions= 3%
- Operations and Algebraic Thinking= 10%
- Measurement and Data= 10%

On January 26th Student was observed in the classroom. He had asked to move his seat and sit with another student for an assignment. The students were instructed to discuss their answers together however Student was in constant motion, standing up and sitting down, leaning on the desk, and playing with a pair of scissors. The teacher asked Student to put away the scissors, he then ran with them shaking his body as he ran and was asked to stop. He continued to run until he reached the desk where he needed to return the scissors to. After he returned to the desk and the class was instructed to read, he opened a book and was sitting quietly. He randomly yelled, "Blast off" and continued to talk out loud instead of reading. The teacher asked him to be quiet and to continue reading.

On January 31st Student was observed in the classroom where he was taking a Math test that he had missed. I observed him answering the questions, he would answer the easier questions (e.g. $6 - __ = 3$, which shape is a triangle?), however if the question was longer such as word math problem he would select a random answer out of the choices given. Student finished the test in 4 minutes and then returned to his desk, the class was reviewing work that was completed in the math workbook. He took out wrestling action figures and a rubiks cube. The teacher came over and took out his book for him and opened it to the correct page so he could follow along and asked him to put away his toys, Student continued to play with his action figures. After the lesson was over she came around to check the answers that the students had on their sheets, she ripped out Students and put it in his folder to be completed later because he hadn't filled it out, she also asked him to put away his toys and asked him where his glasses were. The teacher then instructed everyone to sit on the floor, Student then requested to go see Mrs. xxxx. While with Mrs. xxx he completed some of the math work he had missed.

To summarize all observations Student was observed to be off-task during the majority of academic times, sometimes in very subtle ways but sometimes it was more obvious when he was playing with toys on his desk or leaving the room. Student appeared very fidgety when in his seat, he constantly moved around his seat positioning his body in different directions, putting his feet on his seat, and getting up from his seat even for a few seconds. Student was very successful during instances where he worked one on one with a teacher and when he attended a special but was not successful when he took tests on the computer or was expected to work independently.

Off-Task

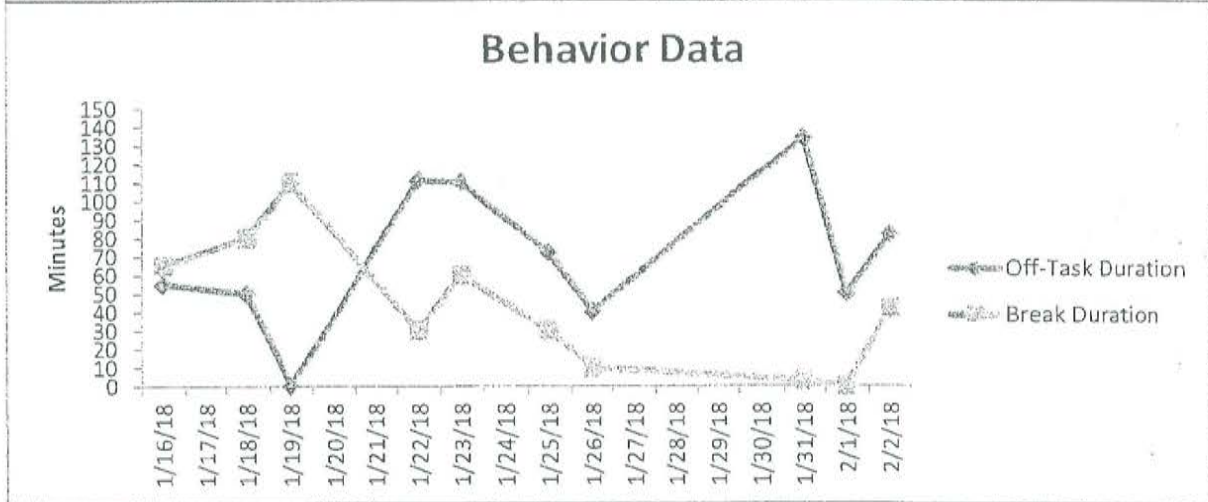
First Function: It is hypothesized that Student's off-task behavior may also be maintained by **Escape from Demands**. Student's off-task behaviors may be an attempt to escape from doing his work or other demands that are placed on him.

Second Function- It is hypothesized that Student's off-task behavior may be maintained by **Access to Tangible**. Student's off-task behavior may be an attempt to gain access to a specific item or edible.

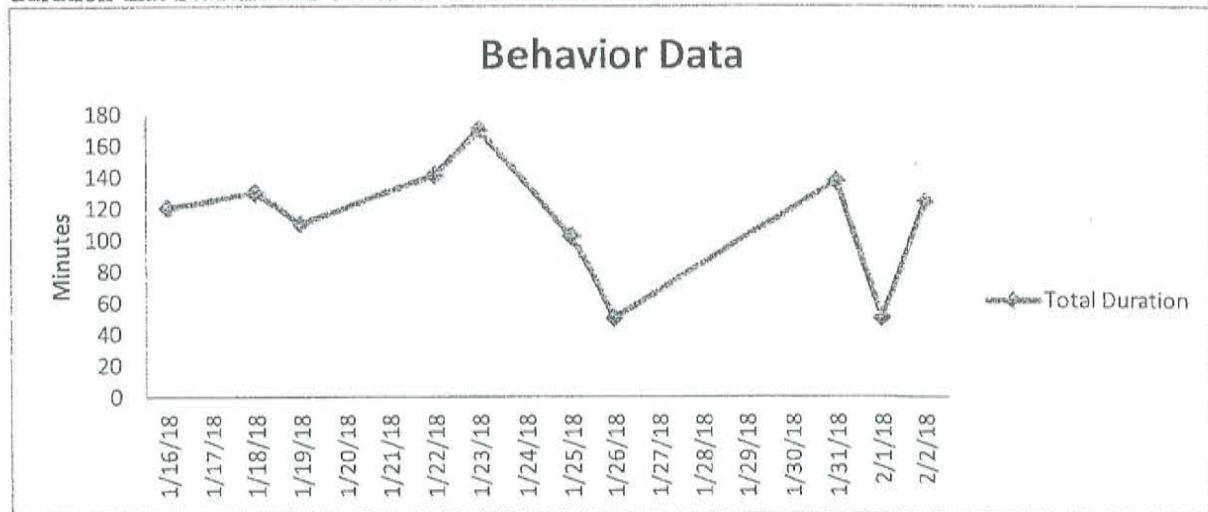
Duration Data: Duration data was collected by the buildings permanent sub and the Behavior Analyst to record the duration of his off-task behavior from January 16th to February 2nd. The behavior occurred each day except for one day that he was pulled by the

Special Education teacher numerous times to complete testing. Duration data is represented from what was reported during the assessment in the table below:

Behavior	Duration
Off-Task (Currently)	Average of 70 minutes per day
Break (Currently)	Average of 43 minutes per day



Graph- The above graph shows the duration that Student was off-task and on breaks during the 3 weeks that data was collected. There is only 270-285 minutes of instructional time each day when you remove lunch, recess, snack and specials. Student was only in school 10 out of the 13 days due to being out sick the other 3 days. The graph below shows the total duration that Student was out of the classroom and off task.



FUNCTIONAL ASSESSMENT SUMMARY:

Information gathered from the MAS suggests that the function of Student's off-task behavior may be multiply controlled. The first function may be maintained by escape from demands, with a secondary function maintained by access to tangibles.

Antecedent	Behavior*	Consequence
Presented with Math test on the computer	Pressed random answers quickly on the computer (Finished test in half the time that it took other students to complete it in)	Nothing- ended up going on the internet and leaving the room.
Individually instructed to practice spelling words on a whiteboard	Plays with wrestling figures at his desk	Nothing, continues playing. Teacher is working with other students.

RECOMMENDATIONS:

- ❖ Student can benefit from a formal Behavior Intervention Plan (BIP) that outlines proactive and reactive strategies to address his Off-Task behavior.
- ❖ Reward System: Student can benefit from having a reward system that motivates him to remain on task and increase his work production.
- ❖ Anecdotal data (ABC) should be collected on any new challenging/aberrant behaviors that occur.
- ❖ Duration data should be collected on Student's off-task behavior to drive behavior strategy decisions.



BEHAVIOR INTERVENTION PLAN

Student:

DOB:

Age:

Date Prepared:

Prepared by:

School:

Functional Assessment:

A Functional Behavior Assessment was conducted through direct observation of Student in school. The targeted behavior that was identified according to the teams main concern was off-task. Student engages in off-task behavior (defined below) in order to avoid or escape completing tasks and also to gain access to tangibles/preferred items. The intervention is designed to systematically reinforce Student's appropriate task completion and on-task behavior.

Targeted Behaviors for Decrease:

Off-Task: When Student engages in any of the following behaviors for longer than 1 minute: not actively engaged in the teacher led activity, (actively or passively) refuses to comply with a work demand, leaves his desk during instructional times, or plays with toys. Breaks are not included in this duration.

Behaviors Targeted for Increase:

- 1- On Task Behavior
 - a) Increase work competition
 - b) Increase following directions
- 2- Self-Advocacy
 - a) Increase frequency of Student advocating that something is difficult

Antecedent Strategies:

- *Behavior Contract:* Each day Student will assist in filling out his behavior checklist. The behavior checklist records whether Student followed directions, completed his work, participated in class, and if he respected his teachers. Student earns a check mark if he displayed

the behaviors listed. If he does not then he does not earn a check. Student needs to earn ____ checks in order to have a break with his reinforcers. Student, his teacher and his parents will participate in signing the document each day to acknowledge that they have reviewed the data.

- *Breaks:* Student will request breaks when he feels he needs one. These breaks will be monitored and supervised to ensure that he is not using them to escape work. These breaks are different from earned breaks because he will not have access to reinforcers during this time. Break times should be limited to no more than 10 minutes. His daily sensory breaks are not included in this. Student will be prompted to return to his work after the 10 minutes have elapsed. Breaks will be monitored and decreased over time to increase his work production and time on-task.
- *Use Clear and Direct Language:* When giving directions to Student, avoid using long phrases and repetitive directions. If it is clear that Student understands the expectation, repeat your statement only one time before providing more intensive prompting or changing his location to decrease distractions.
- *Choices:* When possible, provide Student with as many opportunities to express himself and make choices to dictate the direction of the activity or tasks. This can be done by offering two different academic tasks, reinforcers, etc.
- *Require Follow through:* When Student is provided with directions to complete an assignment require him to engage in that activity. Staff may ask Student if he wants to go to a quieter location to complete his work.
- *Consistency:* All adults working with Student should follow antecedent and consequential strategies. Consistency will result in faster behavior change.
- *Free Time:* Student will have the opportunity during the day to earn free time where he can pick a preferred activity. Student will have a break for 10 minutes once he has met the predetermined criteria to earn the break. His break may include listening to music, extra gym time, playing with toys, etc. The frequency of his breaks will be decreased over time.

Replacement Behavior:

- *Requesting Break:* When Student is completing difficult work or becomes frustrated he will request a break.
- *Requesting help:* When Student is having a difficult time with a task instead of engaging in off-task behavior, Student will seek assistance and state, "I don't understand" or "I need help".
- *Identifying appropriate times to be off-task:* Student will be reminded during the day appropriate times that he can have a break or when his free time is to engage in leisure activities.

Consequential Strategies: If he engages in off-task behavior (escape/attention):

- *Prompt Task Completion:* Prompt Student to complete his work, this may mean that he is late to his next activity, however he should finish his work before moving on.
- *Change Locations:* Staff may decide to change locations by bringing him to a quieter space to complete his work one on one with an adult.
- *Break:* Before honoring a break, require Student to at least start the activity, staff may lower their expectation on how much of the assignment he completes. Allow Student to take a short break before returning to complete the assignment.

Generalization:

Student's behavior intervention strategies should be incorporated into his general education classroom and into specials.

Data Collection:

- Data will be collected on the duration of Student's off-task behavior and the duration of his breaks.

Ongoing Evaluation: Behavior Intervention Plan's effectiveness will be evaluated on a monthly basis by the team and also by reviewing behavior data.

BCBA Signature _____ Name _____

Date _____



MONROE PUBLIC SCHOOLS
— MONROE, CONNECTICUT —

Kay M. Moser
Director Student Support Services

375 Monroe Turnpike
Monroe, CT 06468
Fax: (203) 452-5818
Tel: (203) 452-2864

March 8, 2018

Re: Letter of Support – Constellation School-Based Therapy, LLC

To whom it may concern:

I am pleased to provide this Letter of Support on behalf of Constellation School-Based Therapy, a division of Constellation Health Services.

In my capacity as Director of Special Education services at the Monroe Public Schools, I have worked closely with Joanne Drouillard, Director of School Based Therapy. Constellation has had a very long and successful history with the Monroe Schools, and meeting the needs of our students and special education teams—they have been the provider of OT, and PT, consistently over the years. We have benefited from their expertise in school-based practice, having had the services of very experienced and knowledgeable staff. This past school year Constellation School Based Therapy has been our provider for ABA services and we have been very happy with the expertise and knowledge of the BCBA assigned to the district. In addition to meeting the IEP mandates, the BCBA has been involved in staff training and ongoing collaboration with team members and families.

Constellation Management and staff have also supported us, as needed, during Professional Development Days, as well as at special education meetings during the school year. Joanne and her team of therapists can be called upon at any time to present valuable specific knowledge on a variety of topics, whether it is to teachers; administrators; or families. Overall as an organization, they are very responsive and work in an effective manner. They demonstrate very high standards of clinical practice, best practices for related services and demonstrate a commitment to innovation. Whether treating preschoolers, elementary, middle or high school students, Constellation's pediatric therapists have been thoroughly trained, supervised and managed. They truly have developed an expertise in school-based therapy, which has greatly supported our students' success in the classroom.

Sincerely,

Kay M. Moser
Director Student Support Services
Monroe Public Schools

Norwalk Public Schools

March 9, 2018

Re: Letter of Support - Constellation School-Based Therapy, LLC

To whom it may concern:

I am pleased to provide this Letter of Support on behalf of Constellation School-Based Therapy, a division of Constellation Health Services.

In my capacity as Assistant Director of Specialized Learning and Student Support services at the Norwalk Public Schools, I have worked closely with Constellation School Based Therapy for many years. Constellation has had a very long relationship with the Norwalk public schools as they have been the provider of Occupational and Physical Therapy consistently over the years. We have benefited from their expertise in school-based practice, having had the services of very experienced and knowledgeable staff. This past school year Constellation School Based Therapy has been providing ABA services to two of our special education programs and we have been very happy with the expertise and knowledge of the BCBA and ABA therapists assigned to the district. In addition to meeting the IEP mandates, the BCBA has been involved in staff training and ongoing collaboration with team members and families.

Constellation Management and staff have also supported us, as needed, during Professional Development Days, as well as providing coverage when needed. Tiva Pierce and her team of ABA therapists can be called upon at any time to present valuable specific knowledge on a variety of topics, whether it is to teachers; administrators; or families. Overall as an organization, they are very responsive and work in an effective and efficient manner. They demonstrate very high standards of clinical practice in OT, PT and ABA services.

Sincerely,

Stacey Heiligenthaler

Stacey Heiligenthaler

Assistant Director of Specialized Learning and Student Support

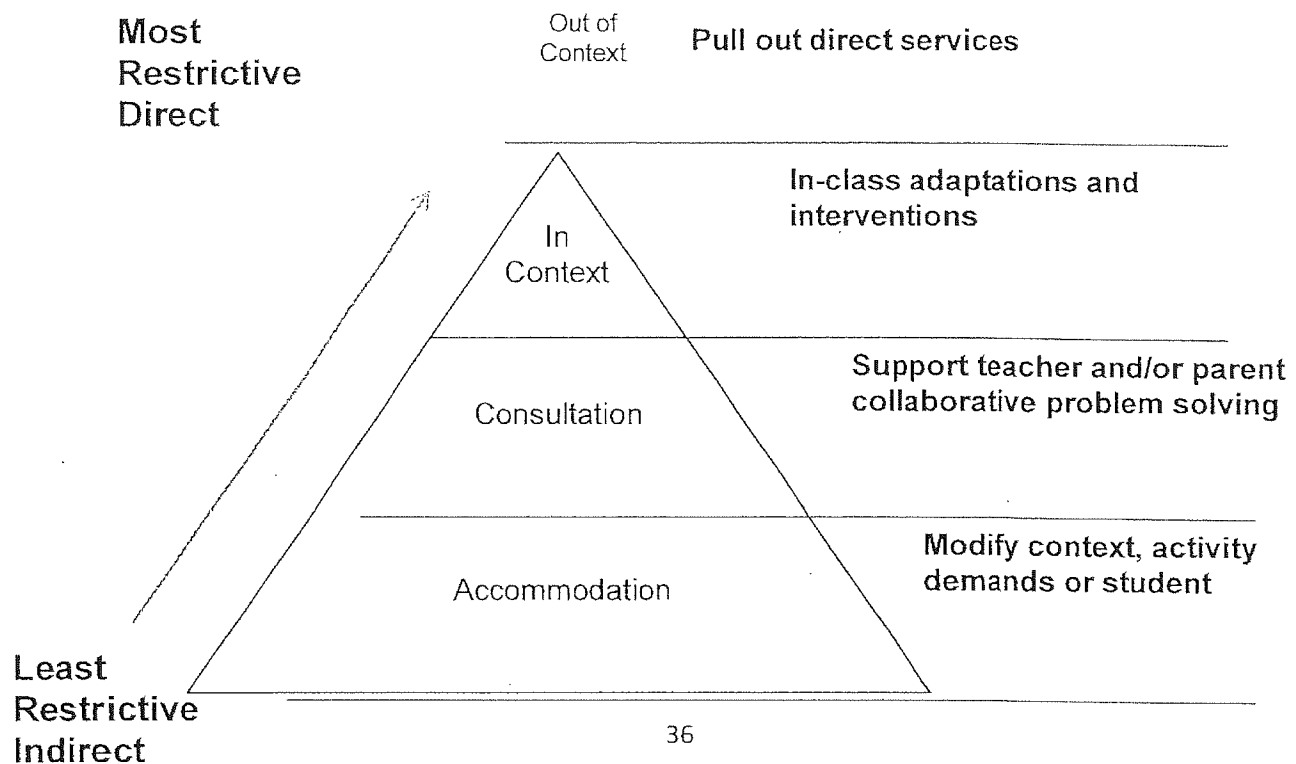
Advantages of Constellation School-Based Therapy

- CSBT is immediately prepared to partner with school districts to meet the needs of all special education programming. Our services include Board Certified Behavior Analysts (BCBA) and Registered Behavior Technicians (RBT) utilizing evidence-based practice and interventions with students to modify behavior and increase language, communication, social, independent play and self-help skills.
- CSBT has the experience of servicing a number of school districts in Lower Fairfield County, both large and small. CSBT has provided school-based therapies to the Norwalk Public Schools for over 20 years. We have also serviced districts such as Stamford, Greenwich, Monroe and Darien for a significant number of years.
- We recognize and appreciate the complexity of delivering therapy services within both large and small public school systems. We are prepared to commit the administrative time and effort, as well as the supervisory time, necessary to meet the needs of Waterbury Public Schools. We have a proven record of being immediately responsive to district needs. We are highly efficient in service delivery, resulting in cost-savings for districts. We are willing to be creative and work collaboratively with Waterbury Public Schools, so that we can continue to provide the very best school-based services, in as cost-efficient manner as is possible.
- CSBT has the availability of therapists with expertise in a number of areas - such as specialized knowledge in working with children with ASD; conducting assessments including Verbal Behavior Milestone Assessment and Placement Program; conducting functional behavior assessments and developing a behavior intervention plan; staff training utilizing organized behavioral management; hands on RBT training; direct ABA services including discrete trial instruction.
- CSBT has the availability of Special Education consultants to our organization to facilitate enhanced programming. We have an extensive pediatric library, a mentoring program, and we run a Pediatric Special Interest Group for our staff.
- CSBT is committed to our contractual relationships and seeks to collaborate in the care of students with disabilities. CSBT management and supervisory staff are available at all times to problem solve issues, deal with challenging situations, and address issues promptly. We are available to consult and problem-solve litigious situations in relation to the delivery of educationally-related therapy services. We seek to ensure a very high quality of service and cost efficiency.

Constellation's Methods of Service Delivery

Our service model is client-centered and recognizes the client's needs and priorities. The school-based therapists focus is on removing barriers from students' ability to learn, and helping students develop skills, which increase their independence in all aspects of the school environment and academic performance. Therapy intervention with the student is always educationally related, whether provided under IDEA or 504. Within this school-based setting, the school administration staff and teachers are also considered to be our clients. The therapists are available to support and educate school personnel about the different considerations required for students with disabilities. The philosophical basis of our service is founded on the principles of educating students with special needs within the least restrictive environment and within a setting, which facilitates achievement and success in learning.

Delivery of occupational, physical and ABA therapy services within the educational setting presents the unique opportunity, to work as part of the educational team in assisting students in the achievement of their educational goals. Our therapy staff will work as part of the educational interdisciplinary team and share their expertise through a continuum of services options, classroom consultations, evaluations, observations, monitoring identified students, and/or students with special learning needs. The extent and scope of services will vary from school to school, depending on the number of students requiring services and their special needs, and depending on the needs of the team.

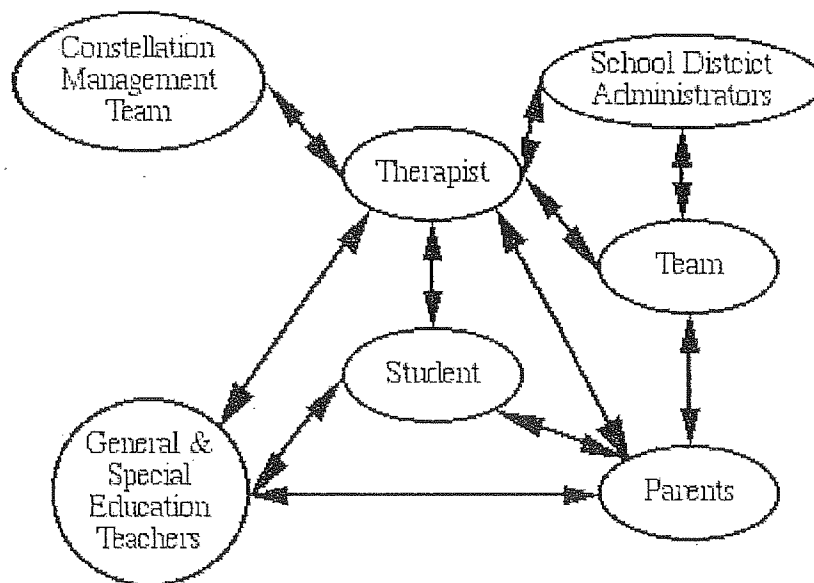


Information Sharing
Constellation's Collaborative Process Model for School-Based Practice:

Staff Development
Team meetings

Current research supports the effectiveness of a collaborative approach to intervention planning of related services and implementation, rather than an expert model of service delivery. With the expert model the specialist independently evaluates needs, develops interventions and provides one-to-one service or recommendations to staff. In contrast, within a collaborative approach to service delivery, the team works together to identify needs, make effective decisions, develop and implement strategies for students successful participation in school. A collaborative approach to decision-making also lends itself to an integrated approach to service delivery.

The Constellation Collaborative Process Model for School-Based practice identifies multiple stakeholders who contribute to a student's success in school. Constellation therapists are trained in effective teaming and collaborative practices. With continued SPS administrative support, CSBT management, and team driven decision making we can ensure effective, meaningful and efficient decision making.



Definition of Terms:

School-Based Therapy (in relation to the IEP Process): In a school setting, the services of occupational, physical therapy and applied behavior analysis are provided in collaboration with the special education team, to enable identified students with disabilities to engage successfully in their educational program. Under IDEA and Connecticut State Department of Education regulations, related school-based therapies are not parallel services-the services of OT, PT and ABA must be both *educationally relevant and educationally necessary*. Services can be provided through a continuum of services delivery options (direct; indirect or consultative in nature) based upon the student's identified needs and educationally related goals.

School-Based Therapy (in relation to the SRBI Process): In a school setting, the services of occupational, physical therapy and applied behavior analysis can be provided through a multi-tiered approach to general education, in helping all students who are at risk for academic or behavioral concerns, participate and successfully achieve academic outcomes. Related therapy services provide targeted instruction and intervention strategies for students whose rate of progress is behind the classroom norm. Under SRBI therapy service is provided on a collaborative basis-to students individually, in groups, whole classroom interventions, and/or school wide initiatives.

Educational Relevance: Exists when the proposed service can be explicitly linked with a component of the student's educational program. There must be a clear question or purpose when proposing a referral for school-based occupational, physical therapy and/or applied behavior analysis.

Educational Necessity: Exists when we believe that the student will not have access to an appropriate education, or experience the educational benefit of specially designed instruction, without the proposed related service.

Caseload: *Caseload* refers only to the number of children seen by the OT/PT/ABA as part of the IEP. The traditional caseload approach does not take into account the complexity of the therapist's role in current best practice scenarios. Pull out services built around a clinical model of predictable, routine "appointments" have limited support in the educational literature and do not necessarily promote generalization of skills to the classroom or other appropriate setting.

Workload: The concept of workload encompasses all of the caseload hours plus the work activities performed by the therapist that benefit the students directly and indirectly. IDEA (2004) mandates that OT/PT/ABA services support access to and progress in the general education curriculum or natural environments. Expanded roles are now mandated of providers, to serve students in their least restrictive environment, supporting their performance needs in the context of their classrooms, increased teaming and ongoing assessment, and documentation of the effectiveness of interventions. Therapists have to redesign their work patterns so that they are able to service expanding caseloads, and manage all activities included in their workload.

Direct Service Hours – encompass the following definitions:

- a. **Direct Service:** Refers to direct hands-on interventions service delivered by the therapist to the student utilizing a combination of remediation, prevention and compensatory strategies. Direct hours of time may be allocated to screenings and evaluations and may be provided in the classroom setting or as a pullout service, depending upon student needs, and how the intervention plans are written and agreed by the team. Services may be provided on-on-one or in a small group (with students who have like goals.) Direct service hours can be delivered through the IEP Process, the SRBI process or to students with a 504 plan.
- b. **Consultation Services:** This is a formal intervention service delivered by the therapist to the teacher, teacher's aide or other educational professional in relation to the student's needs. The therapists use their knowledge and skills to help the student, by consulting and training the other involved parties who also work with the child. Goals are met solely through collaboration with other professionals, including classroom/program consultation; communication and consultations with staff/parents/outside agencies. A consultative model of service delivery can be utilized through students identified through the IEP process or the SRBI process.
- c. **Indirect (mandated) Service:** Refers to all related and mandated activities that are not delivered directly to the child. Indirect hours are not an intervention, but the activities are tied to the work that needs to be delivered to the student. Examples of indirect related activities include: IEP required report writing; data sheet design and collection; goal writing; service documentation – attendance at PPT's or required family/team meetings; and transition planning.

Support Hours, required to effectively implement the service: Travel between school buildings, and clerical activities to support the work. Examples of clerical activities include preparation of materials for sensory diets/training programs; photocopying of home programs; preparation of requisition forms for materials/equipment needed; and time allocated to maintain caseload lists/monthly reporting of hours which indicate usage of service.

School Based Physical Therapy Practice: Physical Therapists and Physical Therapy Assistants, in collaboration with the educators, enable students with disabilities or those at risk for disability, to engage in everyday school activities at school. Mobility and function are central to the physical therapy process. The goal of physical therapy service is to maximize the disabled student's ability to independently and successfully participate in the educational process. This is accomplished through the use of targeted, therapeutic activities (e.g. motor coordination, balance, strengthening), adaptation of the student's environment, and training/consultation with staff and families.

School Based Occupational Therapy Practice: Occupational Therapists and Occupational Therapy Assistants are experts at analyzing the performance skills and patterns utilized by students, and, in collaboration with educators, providing interventions necessary for students to engage in their everyday school occupations, which are comprised of overlapping and interrelated activities, including academic, social, extra-curricular and self-care tasks. Occupation and enabling students to engage successfully in their everyday activities at school remain central to the occupational therapy process. The goal of occupational therapy service is to maximize the disabled student's ability to independently and successfully participate in the educational process through the use of targeted, therapeutic activities (e.g. fine motor, visual motor, sensory processing.) Adaptation of the student's

environment and training/consultation with staff and families are also vital aspects of occupational therapy service.

School Based Applied Behavior Analysis Practice: Board Certified Behavior Analysis and Registered Behavioral Technicians are experts at utilizing evidenced based practice interventions with students to modify behavior and promote appropriate behaviors. The goal is to use intervention to improve increasing language, communication, social, independent play and self-help skills by monitoring and analyzing performance data.

Best Practice in School-Based Therapy: Therapy practice that is rooted in the latest knowledge and evidence and reflects the most current and innovative ideas available. In the delivery of Constellation's school-based services, best practice places emphasis on child-context interaction, in an integrated service pattern. Best practice is rooted in a collaborative approach to intervention, and each team member must truly listen and understand all members' expectations.

Educational Versus Clinical Models of Service Delivery:

Occupational, physical and ABA therapy services are delivered in various settings—hospital, clinic, home and school—each with its own set of standards and practices. Regardless of setting, therapy is therapy, right? Actually, no. Therapists are equally trained and licensed no matter where they work, but the missions of the agency, school, or clinic where the therapists work are often very different. Therefore, the type and goals of therapy may be very different from one setting to another.

There are two primary models of service for children: clinical and educational. The basic purpose behind each of these models is different, although they can overlap. Fundamental similarities exist between the clinical and educational models. The student must have a recognized disability or disorder that adversely affects school performance. The therapy must address a condition/situation for which it is an accepted, essential, evidence-based method of intervention. Evaluation data is collected and interpreted to determine need for service and to develop an intervention plan.

The objective and measurable intervention plan must document the student's functional strengths and limitations and address a condition/situation(s) that is expected to improve with a reasonable and generally predictable period of time or establishes a safe and effective maintenance program. In the school setting, when activities are considered a standard part of another discipline's intervention/care, these activities are not routinely provided by therapists (e.g., handwriting instruction for kindergarteners; transfers for severely disabled high school students.) When clinical and educational models of therapy coincide, schools have the option to seek reimbursement from Medicaid.

Children can receive services through one or both models. An IEP is a fluid document, it can and should change to respond to both students' needs and ensure least restrictive environment for the student. For some children the frequency or intensity of therapy they receive at school through the educational model will not meet all therapy needs. A child may have therapy needs outside the school setting that would require home- or community-based services from the medical model.

How do we articulate the differences between educationally related therapy services and clinically-based services?

	EDUCATIONAL MODEL	CLINICAL MODEL
HOW DOES IT START?	Teacher, parent or other involved person can ask the IEP team to consider the need for evaluation	Referral is initiated by physician based on observed delay or diagnosis
WHO DECIDES NEED FOR SERVICE?	<ul style="list-style-type: none"> • Special education team reaches consensus, with recommendation from licensed OT/PT/BCBA based on testing and classroom/school observation • Assessment takes into consideration <i>only</i> needs associated with special 	<ul style="list-style-type: none"> • Testing and clinical observation by licensed OT/PT/BCBA • Assessment takes all settings into consideration • Frequently driven by doctor's orders
WHO DECIDES SCOPE OF SERVICE?	<ul style="list-style-type: none"> • Special Education team—including parents, student (if appropriate), educators, administrators and school based therapists—determine the focus, frequency and duration of therapy • A doctor's order <u>does not</u> 	<ul style="list-style-type: none"> • Medical team determines location, focus, frequency and duration of therapy. • Insurance coverage, doctor's orders and transportation may be determining factors
HOW CAN SERVICES BE CHANGED?	Changes to related services require a PPT/IEP meeting with parents, educators, administrators and the school based therapist present to discuss and come to consensus	Doctors can alter orders or therapist can change therapy plan, generally discussed with doctor and parents
WHAT IS THE FOCUS OF THERAPY?	<ul style="list-style-type: none"> • Therapy addresses access to special education and school environment - strategies focused • Works toward independence and participation • Interventions usually for problems that interfere with 	<ul style="list-style-type: none"> • Therapy addresses medical conditions and impairments • Works to get full potential realized • Interventions specifically designed to heal/cure, usually for acute

WHERE DOES THERAPY OCCUR?	<ul style="list-style-type: none"> • On school grounds, bus, halls, playground, classroom, lunchroom; total school environment • Also work sites for high school students, and for preschool students, some 	In the private practice setting, clinic, hospital or home
HOW IS THERAPY DELIVERED?	Integrated/inclusive therapy, staff training, program development, collaboration with staff, group intervention, direct one-on-one treatments, consultation	Direct one-on-one treatment to accomplish set goals
WHO PAYS?	No cost to student or family = free and appropriate public education (FAPE)	Fee-for-service payment by family, insurance or governmental assistance.
HOW ARE SERVICES DOCUMENTED?	Related to IEP with accessible, readable language guided by state and local policy reflecting best practice	Dictated by insurance requirements and guidelines of the setting; emphasis on medical terminology and billing codes