Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street ~ Waterbury, CT 06702 203-574-8009

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: July 8, 2025

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, July 10, 2025, Rotella Magnet School

The Committees of the Board of Education will meet on Thursday, July 10, 2025, 5:30 p.m., Rotella Magnet School, Café, 380 Pierpont Road, Waterbury, Connecticut.

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/YJmhUZnjyo0.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee

1. *Committee of the Whole/5 minutes* ~ Informational: Youth Workforce Summer Programs – N. Toucet.

2. *Committee of the Whole/15 minutes* ~ Academic Office Update – J. Frenis.

3. *Committee of the Whole/5 minutes* ~ Informational: School Climate Plan – W. Johns.

4. *Committee on Finance/3 minutes* ~ Request approval of a Memorandum of Understanding with Connecticut State Community College Naugatuck Valley for renting of classroom for the School to Work Transition Academy – W. Johns.

5. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement with Equinox Home Care, LLC for nursing services – A. McGuckin/Director of Health.

6. *Committee on Finance/3 minutes* ~ Request approval of Amendment One (1) to the Professional Services Agreement with Community Health Center, Inc. for school based health center services – A. McGuckin/Director of Health.

7. *Committee on Finance/3 minutes* ~ Request approval of a Purchase of Service Agreement with State of Connecticut Office of Early Childhood for funding of Early Start CT (formerly known as School Readiness) – M. Bergin, J. Frenis.

8. *Committee on Finance/3 minutes* ~ Request approval to apply for the Family Resource Center Program Grant for Reed and Wilson Schools – L. Allen-Brown, M. Bergin.

9. *Committee on Finance/3 minutes* ~ Monthly Expenditure Report for May – D. Biolo.

10. *Committee on Finance/3 minutes* ~ Request approval of Amendment Two (2) to the Maintenance Service Agreement with SNE Building Systems, Inc. for maintenance services for building management system – N. Albini

11. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by school organizations and/or City departments – N. Albini.

12. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.

13. *Committee on School Personnel/2 minutes* ~ FYI: Position of Director of Climate and Student Supports ~ Dr. Schwartz.

14. *Interim Superintendent's Update* ~ Dr. Schwartz.

15. *Interim Superintendent's Notification to the Board/5 minutes:*

a. Athletic appointments:

Name	*Position*	*Location*	*Effective*
Lussier, Christina	Softball Coach	WMS	03/01/2026

b. Grant funded appointments:

Name	*Position/Location*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Effective*
Davis, Tyrell	CT Teacher Resident (Teacher Apprentice CT TRP)	FT	$20.00/hr ($2k stipend summer 25 and summer26)	F UPSEU 68	Educ. Div. 25-26	7/10/25
Farooqi, Asma	Officer Manager-Educational Grants Office (promotion)	FT	$20.00/hr	UPSEU 69	Title I DW 24-26	7/10/25
Galante, Joseph	CT Teacher Resident (Teacher Apprentice CT TRP)	FT	$20.00/hr ($2k stipend summer 25 and summer26)	F UPSEU 68	Educ. Div. 25-26	7/10/25
Nyjae Polanco	CT Teacher Resident (Teacher Apprentice CT TRP)	FT	$20.00/hr ($2k stipend summer 25 and summer26)	F UPSEU 68	Educ. Div. 25-26	7/10/25

c. Priority School 2025-2026 Before & After School Program appointments:

Name	*Position*	*Location*
Crane, Evan	Lead Teacher	Walsh
Danzinger, Byron	Teacher	Walsh
Oley, Mary Beth	Paraprofessional	Walsh
Anglin, Seritha	Assistant (AM/PM)	Walsh
Lubus, Nicole	Sub-Teacher	Walsh
Laird, Jennifer	Sub-Teacher	Walsh
Justs, Patricia	Sub-Teacher	Walsh
Sargis, Kristen	Sub-Teacher	Walsh
Gracia, Emily	Office Staff	International
Diodonet, Yamailys	Teacher	International
Rodriguez, Nanichi	Teacher	International
Lugo, Raquel	Assistant	International
Rodriguez, Anirak	Sub – Teacher	International
De La Cruz, Yaritza	Sub - Assistant	International

d. EAS Elementary Summer School appointments/corrections:

Name	*Position/Program*
Matthews, Julia	Teacher Sub/Rotella
Dossantos, Stacey	Teacher/W. Cross – declined position
Milera-Rivera, Lyris	Grade 2/Carrington School
Ventura, Lisa	Summer School Secretary – declined position
Santiago, Maritza	ESY Para – declined position
Fazzino, Francisca	Declined position
Grassi, Carmen	Summer School Secretary – declined position
Perez, Eileen	Summer School Secretary/Reed

e. ESY Summer School Teacher/Staff appointments:

Name	*Position*
Geci, Rayae	Special Ed Teacher
Atkins, Debra	School Social Worker
Guichardo, Betty	School Social Worker

Name	*Position*
Paris, Sherie	Paraprofessional
Washington, Eriano	Paraprofessional

f. Summer Curriculum Committee appointments:

ELA	*CAREER & TECH*	*SOCIAL STUDIES*
Carangelo, Casey	Bunko, Katherine	Catricala, Julia
Carignan, Jon	Costa, Eileen	DePaiva, Molly
Dema, Mirelinda	Jannetty, Dana	Dubois, Zachary
Machol, Cynthia	Lucas, Michele	Mendello, Joseph
Ospalek, Patrick	Mucciacciaro Kathryn	Neal, Cameron
Signore, Deirdre	Muniz, Stacey	O'Toole, John
Zupperoli, Rob	Perkins, Christopher	

g. Rotella Magnet School's After School program appointments:

Administrators	*Teachers*	*Assistants:*	*Teacher Substitutes*
Wallace, Donna	Parker, Marly	Tytymce, Yllke	Colon, Stephanie
	Monroe, Mary	Kodra, Filoreta	DeJesus, Jennifer
			Santovasi, Monica
Administrator subs	*Paraprofessional*		Stanco, Kate
Henry, Robin	Monteiro, Greta		Stasaitis, Heather
Cruess, Carla			
Heidgerd, Angela			

h. Immediate Involuntary Transfers effective 2025-2026 school year:

Name		*FROM: Previous Position*	*TO: New Position*
Medina	Lori	WSMS ELA Gr 7	WSMS Special Ed MS
Salazar	Ashley	Bucks Hill Bilingual Gr 5	Bucks Hill Regular Ed Gr 5

i. Resignations:

Name	*Assignment*	*Effective*
Bonini, Michelle	Bucks Hill/Grade 5	06/16/25
Sperry, Lyndsy	Rotella/Grade 3	06/16/25

ADJOURNMENT

ATTEST: _____
Carrie A. Swain, Clerk
Board of Education

#1

WATERBURY
PUBLIC SCHOOLS



Youth Workforce Summer Programs

Preparing Waterbury's youth for future success through hands-on professional experiences and career exploration opportunities across the key partnerships.

City Internship Program

26 Waterbury Public Schools students ages 16-19 are participating in this six-week program, gaining valuable work experience in key municipal departments.

This collaborative program between the City of Waterbury and Waterbury Public Schools provides students with the opportunity to learn about and develop essential workplace skills.

WATERBURY PUBLIC SCHOOLS

Departments

City Operations

Assessment, Finance, Human Resources, Information Technology, Public Works

Public Safety

Fire Department, Police Department, Health Department, School Inspector's Office

Community Services

Office of Early Childhood, Senior Center, Silas Bronson Library, Water Department



Healthcare Partners

- St. Mary's Hospital
- Waterbury Hospital
- McCall Behavioral Health

Program Structure

35 Waterbury Public School students ages 15-18 will be participating in a one-week rotation at one of three healthcare facilities in Waterbury.
This program represents a strong multi-organizational partnership between the Danbury Chamber of Commerce, Northwest Regional Workforce Investment Board, and Waterbury Public Schools.

Skill Development

Students will gain hands-on experience with medical terminology, patient interaction protocols, healthcare technology, and the importance of teamwork in medical settings.

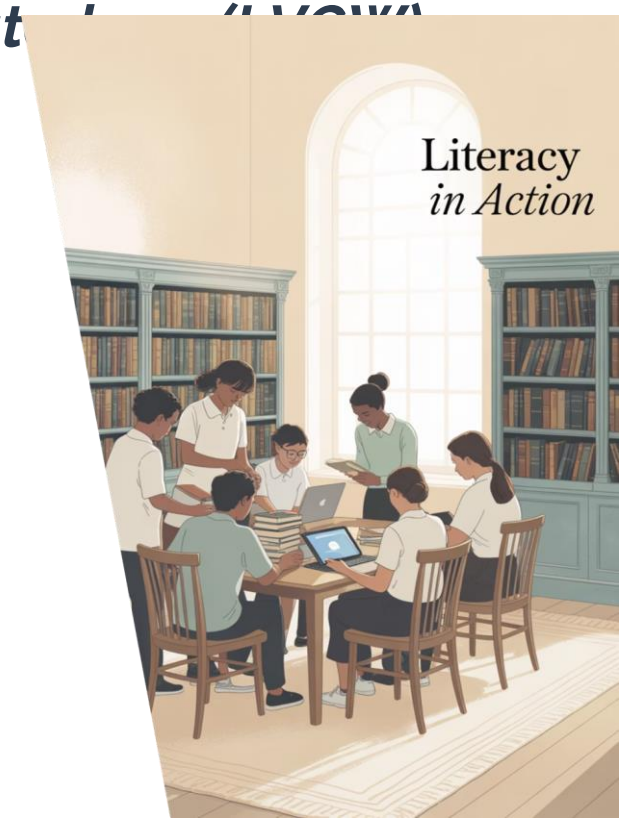
WATERBURY PUBLIC SCHOOLS

Healthcare Internships

Literacy Volunteers of Greater Wat

6 Waterbury Public School students have been selected for this volunteer opportunity with Literacy Volunteers of Greater Waterbury. Students develop essential professional skills in technology, office administration, and communication while gaining insight into LVGW's impactful literacy programs.

This experience connects students with inspiring community leaders and provides first hand exposure to nonprofit operations that address critical literacy needs in our community.



WATERBURY
PUBLIC SCHOOLS

Other Shared Opportunities

In addition to our internship programs, we inform and direct students to the following opportunities:

- **Northwest Regional Workforce Investment Board (NRWIB) Connecticut Summer Youth Employment Program** - Provides paid work experience and career development skills for young people ages 14-21 throughout the summer months.
- **City of Waterbury Parks and Recreation Department** - Employs students as summer camp counselors, lifeguards, and program assistants, developing leadership and teamwork skills while serving the community



WATERBURY
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#2

WATERBURY
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Academic Office Updates

July 10, 2025

ELA K-5 Benchmark Education

- 1st Year District Wide Implementation of core program Benchmark Advanced/Adelante/Express/Steps to Advance

- Professional Development topics 2024-25:
  - August: Benchmark Overview
  - Oct: Deeper Dive/Benchmark Universe
  - Dec: Writing Tasks in Benchmark

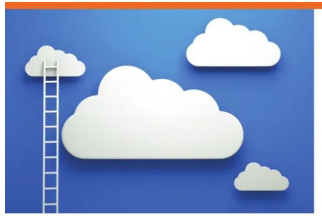
- Coaching Support

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ELA K–2 Enhanced Core Reading Instruction (ECRI)

- 1st District Wide Implementation of ECRI
  - A system designed to enhance core reading programs
  - Focus on explicit teaching routines focusing on foundational skills such as phonics, fluency and vocabulary

- Professional Development 2024-25:
  - Aug:Overview/Training
  - Coaching Support from HILL for Literacy
  - Literacy Facilitator school based coaching



Enhanced Core Reading Instruction.

moving up!

WATERBURY PUBLIC SCHOOLS

K-5 ELA 2024-25 Data

- 11% growth in # students reading proficiency: mCLASS Composite from BOY to EOY. (K-5)
- 20% growth in # of students reading proficiency:mCLASS Composite from BOY to EOY. (K-2) (4% higher than 2023-24)
- 44.31% of K-5 students moved a “category” from BOY to EOY mCLASS Composite. (4% higher than 2023-24)

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K-5 Reading Goals: Looking Ahead 2025-26

- Professional Development
  - Writing Scaffolds/Language Comprehension
  - Support for Multilingual Learners in the classroom
  - Word Study- Grade 3-5
  - ECRI K-2 continuation

- Interim Assessments
  - Use data to drive instruction
  - Smarter Balanced Lessons- realigned with Benchmark

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ELA 6-12: Teacher Professional Development

- **August:** myPerspectives core program activation and overview
- **October:** myPerspectives implementation & iLit20 training for middle school supplemental reading support
- **December:** expanding reading comprehension through planning, scaffolding, and knowledge-building; diversifying teacher “moves” to enhance independent reading practices.
- **January-April:** Building Thinking Classrooms in ELA and the use of vertical, non-permanent surfaces (supplies provided to all ELA teachers)

SAVVAS LEARNING COMPANY



iLit inspireLiteracy

WATERBURY PUBLIC SCHOOLS

ELA – Development of Teacher Leaders

- Partnered with SAVAAS coaches to deliver in-building teacher support throughout the school year at 13 different schools.
- Led coaching and collaboration sessions for K-8 middle schools in Hess' Rigor Matrix and Building Thinking Classrooms strategies.
- Conducted learning walks for new teachers to learn best practices.

WATERBURY PUBLIC SCHOOLS

SAVVAS LEARNING COMPANY

Secondary ELA 2024-25 Trends

- Grades 6-8

  13% growth in student performance between BOY and EOY.

- Grades 9-12

  20% growth in student performance between BOY and EOY. (Grades 9-12)

  *First year implementation of Savvas' assessment.

WATERBURY PUBLIC SCHOOLS

Multilingual Literacy

- Benchmark Hello!
  - Supplemental program aligned to the core elementary reading program that supports newcomers in grades 3-5.

- iLit ELL
  - Supplemental program aligned to the core secondary reading program to accelerate the receptive and expressive language skills of all secondary language learners.

- Improved inter-departmental collaborative planning for teachers and students.

- New protocols for multilingual learners' program placement

WATERBURY
PUBLIC SCHOOLS

25-26 OpeSciEd Curriculum Pilot

- Published by Open Educational Resources - Free, high quality, NGSS-aligned
- “Green” rating on curriculum evaluation by EdReports
- Investigations are generated by engaging phenomena
- Buck’s Hill and Chase - Grades 4 and 5
- Wallace, WAMS, and Duggan - Grade 6



WATERBURY PUBLIC SCHOOLS

K-8 Mathematics

- Completed the RFP process
  - Contract in August

- Core mathematics program 13,325 students

- Diagnostic assessment aligned to CCS and models the Smarter Balanced assessment. Reports include both proficiency and growth.

- Personalized instruction (intervention) for all elementary and 1,000 middle school students

- Extensive learning platform and reporting system.

WATERBURY PUBLIC SCHOOLS

HQI - High Quality Instruction



2024-2025

- Created a framework for High Quality Instruction (HQI)

2025-2026

- Develop High Quality Instructional Leadership (HQIL) framework to support HQI
- Develop High Quality Central Office Supports (HQCOS) to support
- Create professional learning plan for HQI

WATERBURY
PUBLIC SCHOOLS

#3

WATERBURY PUBLIC SCHOOLS

DATE: July 10, 2025
To: Board of Education Commissioners
FROM: Wendy Johns, Director of Pupil Services
RE: Waterbury Public Schools District School Climate Plan (2025-26 School Year)

Legislative Background: Substitute Senate Bill No. 1 Public Act No. 23-167 AN ACT CONCERNING TRANSPARENCY IN EDUCATION and Connecticut General Statutes (C.G.S.) Sec. 10-222hh requires the school climate specialist (building-level), in collaboration with the school climate coordinator (district-level), to develop, and update as necessary, the school climate improvement plan(s).

School-level: School climate improvement plans must align with Connecticut school climate standards, be developed using stakeholder and survey input (*prior to December 31st bi-annually*), must include protocols and supports to enhance classroom safety (building-level), and address challenging behavior (*building level*).

District-level: As a district, the plan should align to our strategic planning, be a working document (*flexible to allow for state-level initiatives*), and be based on data.

Goal	CT School Climate Standard	Specific Rationale	Measurable Goal
One	2: Shared School Policies	Reduce the district-wide chronic absenteeism rate by targeting disengaged students, families, and staff through consistent policy implementation, community partnerships, and school-based reengagement strategies.	Decrease the chronic absenteeism rate from 25.35% (2024-25) to 22% or less by June 2026.
Two	5B: Family/ Community Partnerships	Ensure all schools establish and actively utilize School Governance Councils (SGCs) and Parent Teacher Organizations (PTOs) as platforms for authentic family and community voice in school climate and restorative practice initiatives.	By June 2026, 100% of Waterbury Public Schools will have an active SGC and PTO that meets at least quarterly, with meeting agendas and minutes reflecting discussion on school climate, student behavior, family engagement, and restorative practices.

Three	5D: Impact on Results – Progress Monitoring	Ensure all schools establish and actively utilize School Governance Councils (SGCs) and Parent Teacher Organizations (PTOs) as platforms for authentic family and community voice in school climate and restorative practice initiatives.	By June 2026, 100% of schools will conduct a data review (Winter) using School Climate Survey results, and submit revisions to their school climate plans outlining identified trends, targeted strategies, and follow-up measures based on those reviews.

WATERBURY
PUBLIC SCHOOLS

#4

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 1, 2025

To: Board of Education

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of a **MEMORANDUM OF UNDERSTANDING (MOU)** between the **City of Waterbury** (Waterbury Public Schools) and **Connecticut State Community College Naugatuck Valley**

The Special Education Department requests the approval of a **Memorandum of Understanding (MOU)** between the City of Waterbury Public Schools (WPS) and **Connecticut State Community College Naugatuck Valley**. The purpose of the MOU is to provide a classroom space for students ages 19-22 to participate in the WPS Step 2 Transition program and the School to Work Transition Academy.

The term of this Agreement shall begin on August 15, 2025, and terminate on June 30, 2026. The agreement is at a cost of **$13,938.00** for a one-year term. The purpose is to provide classroom space for students placed in our special education transition-age district programs. It will be paid through IDEA 611 Funds.

MEMORANDUM OF UNDERSTANDING

between

Connecticut State Community College Naugatuck Valley

and

the City of Waterbury, Connecticut

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between Connecticut State Community College Naugatuck Valley ("College" or "CT State Naugatuck Valley"), a constituent unit of the State of Connecticut System of Higher Education, having a principal place of business located at 750 Chase Parkway, Waterbury, Connecticut 06708, and the City of Waterbury Department of Education on behalf of Waterbury Public Schools (the "City" or "WPS"), with a principal place of business at 236 Grand Street, Waterbury, Connecticut 06702 (jointly referred to as the "Parties" in the Agreement).

WHEREAS, the City seeks space for students between the ages of 19-22 who are enrolled in the Waterbury School to Work Transition Academy ("Academy"); and

WHEREAS, pursuant to Section 10-76a of the Connecticut General Statutes and the Individuals with Disabilities Education Act, the City is obligated to educate these students in a community setting outside of the WPS; and

WHEREAS, Connecticut State Community College Naugatuck Valley values our community partners and endeavors to engage our service region through extensive community outreach; and

WHEREAS, the College currently provides classroom space for the WPS Step 2 Transitions program; and

WHEREAS, the College is a constituent unit authorized to enter into this Agreement pursuant to Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b;

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term**. The term of this Agreement shall begin on August 15, 2025, and terminate on June 30, 2026, or the last scheduled Academy school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

2. **Costs**. The City agrees to pay the cost of renting a classroom, identified as S410 in the ASL Building (the "Classroom"), with 1,380 square feet of space, at a cost of $10.10 per square foot, totaling **$13,938.00** for the term of the Agreement.

3. **Responsibilities of the College**

   3.1 The College will provide the Classroom equipped with tables and chairs, a sink, and an instructor station, with convenient access to rest rooms. An ADA-accessible rest room is located one floor below the Classroom.

   3.2 The College will provide a whiteboard, smart board, instructor station with computer, and wifi access for teachers and students.

   3.3 The College provides custodial services to maintain the ASL building, including the Classroom, restrooms, and shared spaces therein.

4. Responsibilities of the City

4.1 The number of students in the program will be capped at 15 students.

4.2 Students will undergo a selection process to ensure that the students in the program:

4.2.1 Have a desire to enter the workforce with or without supports for part- or full-time employment

4.2.2 Have no discipline referral within the last 12 months

4.2.3 Do not require nursing staff unless it is provided by WPS

4.3 Classroom staff will be limited to one special education teacher, one paraprofessional, and one behavioral therapist.

4.4 WPS will provide the following services to students in the program:

4.4.1 Student transportation to and from the College.

4.4.2 Serve breakfast and lunch to students enrolled in the program. Students, under WPS staff supervision, will have access to CT State Naugatuck Valley's cafeteria.

4.5 Seek the College administration's approval prior to moving, rearranging, or otherwise modifying tables, chairs, or other Classroom equipment.

4.7 The City may provide tables and chairs of their preference and notify the College of this change, either verbally or in writing, within one (1) week of making such change.

4.8 All students will be expected to follow both WPS and the College's Code of Conduct.

4.9 Ensure that the Classroom is left in a tidy condition at the end of each day and any materials left behind or spills that may have occurred because of activities or projects undertaken are cleaned up prior to leaving the space for the day.

5. Student Education Records.

5.1 The parties acknowledge that in the course of providing/hosting the Students pursuant to this Agreement, the College or Student 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 Students shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Program 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 College and Students have no authority to make any other disclosures of any information from education records. The College shall instruct its Students on their obligations to comply with FERPA.

5.2 The College shall require the College, its employees, and each Student shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its students as set forth herein. For purposes of this section, "College" includes any employees of the College, including but not limited to, any College Supervisor and/or Faculty Advisor affiliated with the Program.

5.3 The City acknowledges that it may be given access to College student education records in the course of performing its obligations pursuant to this Agreement. The City acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The City further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.

6. Proprietary Information

6.1 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.

6.2 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.

7. College Closures. On days of closures due to inclement weather or other emergencies, the City will not be permitted to use the Classroom for the duration of such weather or emergency closure.

8. Insurance.

8.1 Commercial General Liability: City shall provide the College a certificate of insurance from its insurance provider each year by August 1, which states that the City is insured for the period of time covered by this MOU with minimum Commercial General liability coverage established at: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The College and its Board of Regents and their agents, officers and employees shall be named as Additional Insured. Said certificate of insurance shall indicate the specific dates covered by and purpose of this MOU. The coverage shall contain no special limitations on the scope of protection afforded to the State.

8.2 **Workers' Compensation and Employers Liability**: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee.

9. Termination.

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

9.2 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 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.

10. Accommodations for Persons with Disabilities. The City shall be responsible for making any arrangements necessary to meet the accommodations for students with disabilities.

11. 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 addresses set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the College: Connecticut State Community College Naugatuck Valley
750 Chase Parkway
Waterbury, Connecticut 06708
Attention: Dana D. Elm, Interim Dean of Administration, Facilities, and Operations

To the City: City of Waterbury
236 Grand Street
Waterbury, CT 06702
Attention: Director of Pupil Services

12. Students and Faculty Not Employees or Agents. The College and the City acknowledge and agree that neither the Students nor the College Supervisor will be considered employees or agents of the City, and that the relationship between the City and the Students, the College Supervisor and the City the is that of an independent contractor. The College, its Faculty and the Students 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.

13. 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.

14. GENERAL STATE CONTRACT PROVISIONS:

14.1 Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The City waives any objection

which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

14.2 Sovereign Immunity. The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

14.2 Claims Against the State. The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut 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 City further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

14.3 Non-Discrimination. Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

14.4 Executive Orders and Other Enactments.

a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the City is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

14.5 Force Majeure. If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar,

beyond the control of the City, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.

14.6 Campaign Contribution Restrictions. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10:" Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." (www.seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf).

14.7 Entire Agreement and Amendment. This Contract is the entire agreement between the City and the College and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Contract may be amended only in writing signed by both the City and the College and approved by the Connecticut Attorney General, if applicable. The City indicates it has read and freely signed this Contract, which shall take effect as a sealed instrument. The City further certifies that the terms of this Contract are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

15. City Required Provisions.

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

15.2 Prohibition Against Gratuities and Kickbacks. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

15.3 Prohibition Against Contingency Fees. The City 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.

15.4 City of Waterbury's Ethics Code Ordinance. The Contractor hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapter 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: *https://www.waterburyct.org/services/cityclerk/code-of-ordinances*. For Chapter 39, click on "TITLE

III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

**For purposes of the above Section, CT State Naugatuck Valley is herein referred to as "Contractor" as is stated in the City ordinance language.*

16. **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.

17. **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.

18. **IN WITNESS WHEREOF**, the parties hereto execute this agreement on the dates signed below.

CITY OF WATERBURY

WITNESS:

_____ By: _____

Sign & Print Name — Paul K. Pernerewski, Jr.

Mayor

_____ Date: _____

Sign & Print Name

CONNECTICUT STATE COMMUNITY COLLEGE NAUGATUCK VALLEY

WITNESS:

Dana D. Eem — By: 6/10/2025 — Lisa Dresdner — Lisa Dresdner, Ph.D.

Chief Executive Officer

Roberta DaSilva — Date: 6-10-25

Sign & Print Name Patricia DaSilva 6/10/25

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#5

DEPARTMENT OF PUBLIC HEALTH
THE CITY OF WATERBURY
CONNECTICUT

EXECUTIVE SUMMARY

To: Michael DiGiovancarlo, President of the Board of Aldermen
City of Waterbury Board of Aldermen
Juanita Hernandez, President of the Waterbury Board of Education
Waterbury Board of Education

CC: Mayor Paul K. Pernerewski Jr.
Superintendent Darren Schwartz

From: Aisling McGuckin, RN, MSN-MPH
Director of Health

Date: June 26, 2025

Re: CRT 25-108: Waterbury Health Department Contract with Equinox Home Care, LLC for Individualized Nursing Services for Students with Complex Medical Needs

The Waterbury Health Department (WHD) respectfully requests approval of the attached contract with Equinox Home Care for provision of specialized nursing services, solicited through Request for Proposals (RFP) 8448. Attached is the RFP, the cost proposal submitted by the agency, and the agency's proposal narrative, which are incorporated in the contract. This contract is funded with Waterbury Public Schools Special Education funding.

Background:
Waterbury Health Department (WHD) released RFP 8448 for Individualized Nursing Services for Students with Complex Medical Needs in April 2025 to solicit proposals from agencies with expertise in provision of home care services for students with special health care needs. These nurses are assigned individually to students and accompany them to and from school and provide care according to each child's individualized health care plan and individualized education plan. This contract will commence upon execution and conclude on June 30, 2028. Each nurse assigned through this contract will be

supervised by an RN from the agency. In collaboration with Waterbury Public Schools Division of Pupil Services, Waterbury Health Department will oversee this contract to assure the quality of care delivered to students and their families. The previous cost to the City for this service was $ 3,089,772, inclusive of LPNs and RNs combined, over three years. This amount is subject to slight fluctuation based on the number of students in need of the service which has been ten students each year for the past few years.

Attached: City of Waterbury Contract with Equinox Home Care, LLC.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8448
for
Individualized Nursing Services for Students with Complex Medical Needs
between
The City of Waterbury, Connecticut
And
Equinox Home Care, LLC

THIS AGREEMENT effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and EQUINOX HOME CARE, LLC (the "Consultant"), located at 80 Ferry Blvd, Suite 205, Stratford, CT, 06615, a State of Connecticut duly registered domestic limited liability company. (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, the Consultant submitted a proposal to the City in response to **Request for Proposal ("RFP") Number 8448** for Individualized Nursing Services for Students with Complex Medical Needs; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP Number 8448**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of Registered Nurses (RNs) and/or Licensed Practical Nurses (LPNs) to provide individualized school-based nursing services to students ages 3-22 with complex medical needs pursuant to the students' individual education programs (IEPs) and individualized health care plans (IHCPs) or other medical/nursing instructions or plans provided by the students' health care providers, and other related work, as further detailed and described in the Proposal Documents 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 the Consultant as having been received, or are

otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8448** (attached hereto excluding template Contract and City forms);
1.1.2 Addendum 1 to **RFP Number 8448** dated May 9, 2025, consisting of 7 pages (attached hereto);
1.1.3 Consultant's Response to **RFP Number 8448**, dated May 15, 2025, consisting of 101 pages (attached hereto excluding template Contract);
1.1.4 Consultant's Revised Cost Proposal dated June 2, 2025, consisting of 1 page (attached hereto);
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);
1.1.7 Certificates of Insurance (incorporated by reference);
1.1.8 Licenses (incorporated by reference); and
1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances (incorporated by reference).

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances;
1.2.2 This Contract;
1.2.3 **RFP Number 8448**;
1.2.4 Any Addendums to **RFP Number 8448**;
1.2.5 Consultant's Response to **RFP Number 8448;**
1.2.6 Consultant's Revised Price Proposal Price Proposal dated June 2, 2025.

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

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

by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified, supervised by agency staff as required under the law regarding practice of Registered Nurses (RNs) and/or Licensed Practical Nurses (LPNs) and shall be authorized or permitted under state or local law to perform such services.

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

2.3. Activities, Work, and Services Performed on behalf of the Waterbury Health Department in School Facilities, on School Grounds, at Student Sporting Events, at Afterschool programs, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated and authorized by the appropriate Department/personnel in Education, or the designated person.

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

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

2.4.2. Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA," 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian,

as required by FERPA, Consultant has no authority to make disclosures of any information from education records.

2.5. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of Conn. Gen. Stat. §10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students are present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.6. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the Waterbury Health Department or its designee.

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

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

Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

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

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality, including adherence to the American Nurses Association Code of Ethics (View the Code of Ethics for Nurses | ANA). The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

functions are included in this Contract and thereby warrants that:

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

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

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any and all resulting costs it incurs during the Project;

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

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

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

3.7.7 it 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.

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

5. Contract Time. The Consultant shall provide all work and services required under this Contract for a term of (3) three years commencing on June 1, 2025 and terminating on June 30, 2028 ("Initial Term").

5.1. Options Period. The City, shall have the option, at its sole discretion, to extend the term of this Agreement for one (1) year, upon the same terms and conditions as stated herein, provided that the City gives the Consultant sixty (60) days advance written notice, prior to the expiration of the existing term of its election to extend this Agreement.

5.2. Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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

6.1. Fee Schedule. The Fee payable shall not exceed **Three Million Eighty Nine Thousand Seven Hundred Seventy Two Dollars and 00/100 Cents ($3,089,772.00)** for the entire term of this Agreement and shall be in accordance with Consultant's Revised Cost proposal, dated June 2, 2025.

6.1.1	Registered Nurse (RN)	$68.00 per hour
6.1.2	Licensed Practical Nurse (LPN)	$58.00 per hour

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

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

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

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City

shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP Number 8448** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other agreement.

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

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Consultant shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, Waterbury Board of Education and Public Health Department, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. arising under or related to this Agreement provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are

alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract as provided in this Contract.

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

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

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

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to

commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of 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.

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

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

9.4.1 General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employer Liability (EL):
$1,00,000.00 EL Each Accident
$1,00,000.00 EL Disease Each Employee

$1,00,000.00 EL Disease Policy Limit
Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

9.4.5 Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$1,000,000.00 Aggregate

9.4.6 Abuse/Molestation Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate.
(Applicable to Contractors/Consultants working directly with Youth/Minors)

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

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

9.7. Certificates of Insurance: All Consultant's policies except Workers' Compensation shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.**" The City's Request for Proposal Number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies).

9.8. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. 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 claims for the policy in effect during the contract for two (2) years from the completion date.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. §31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or

occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

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

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

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

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

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

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may,

upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages.

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

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for

products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

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

15. Force Majeure. Neither the Consultant nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so

approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any

amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment

amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP Number 8448** and (ii) the Consultant's proposal responding to the aforementioned **RFP Number 8448.**

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

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

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

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

this Contract.

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

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

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

Consultant: Equinox Home Care, LLC
80 Ferry Blvd, Suite 205
Stratford, CT, 06615

City: The City of Waterbury
Department of Health
185 South Main Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: http://www.waterburyct.org/content/9569/9605/9613/15125.aspx [click link titled *"The City of Waterbury - Code of Ordinances. (Rev. 12/31/19)"*. For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

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

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

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

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

EQUINOX HOME CARE, LLC

By:_____

Date:_____

ATTACHMENT A

1.1.1 **RFP Number 8448** (attached hereto excluding template Contract and City forms);

1.1.2 Addendum 1 to **RFP Number 8448** dated May 9, 2025, consisting of 7 pages (attached hereto);

1.1.3 Consultant's Response to **RFP Number 8448**, dated May 15, 2025, consisting of 101 pages (attached hereto excluding template Contract);

1.1.4 Consultant's Revised Cost Proposal dated June 2, 2025, consisting of 1 page (attached hereto);

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

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.7 Certificates of Insurance (incorporated by reference);

1.1.8 Licenses (incorporated by reference); and

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

REQUEST FOR PROPOSAL #8448
BY
THE CITY OF WATERBURY
HEALTH DEPARTMENT

Individualized Nursing Services for Students with Complex Medical Needs

The City of Waterbury, Department of Public Health (hereinafter "City"), is seeking one or more agencies, vendors, proposers or contractors to provide:

Registered Nurses (RNs) and/or Licensed Practical Nurses (LPNs) to provide individualized school-based nursing services to students ages 3-22 with complex medical needs pursuant to the students' individualized education programs (IEPs) and individualized health care plans (IHCPs) or other medical/nursing instructions or plans provided by the students' health care providers, and other related work for a period commencing on or about June 1, 2025 through June 30, 2028.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the time period above from licensed, reliable, experienced, professional proposers to provide nursing services and related services as needed by Waterbury Public Schools for students with complex medical needs as set forth by the students' IEPs, IHCPs, or health care providers. The City reserves the right to assign nurses to the students based on the students' needs and the needs of Waterbury Public Schools.

The Waterbury Health Department leads the School Health Program in Waterbury Public Schools. As such, the school nurse is the leader in delivery of health services in the school setting. The one to one specialized care services delivered by nursing agency staff are under the purview of the Waterbury Health Department, in collaboration with Waterbury Public Schools. The relationship and communication between the school nurse and the one to one nurse should be collaborative and prioritize continuity of care.

The nursing care delivered under this contract will be implemented by the assigned nurses and supervised by nursing staff within the agency. This contract will be overseen by the Waterbury Health Department on behalf of Waterbury Public Schools. The subject matter expertise for oversight of this contract is shared between Waterbury Health Department School Nurse Supervisors and Waterbury Public Schools Department of Special Education.

Examples of services to be delivered under this contract may include tracheostomy care, suctioning, ventilator use and maintenance, tube feedings, diabetic care, seizure disorder management and other complex medical needs.

B. Qualifications

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

1. Experience and expertise in providing RNs and/or LPNs for the types of or similar services as those outlined in the Scope of Services in this request for proposal to students with complex medical needs ages 3-22.

2. A proven track record in providing these types of or similar services for similar school districts in a timely fashion and within a budget to the City's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.

3. Ability to ensure staff compliance with federal and state laws and regulations, staff adherence to nursing practice standards, and staff competence in providing the services outlined in the Scope of Services.

4. Evidence of sufficient staff of experienced, licensed and qualified RNs and/or LPNs to provide to the City upon request without delay to fill its immediate and changing needs.

5. The proposer's RNs and/or LPNs have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with IEPs, IHCPs, and/or instructions from health care providers.

6. The proposer and its RNs and/or LPN's have experience establishing effective communication systems with families to obtain prior notice of student absences or other changes in school attendance.

7. The proposer must submit a list of the proposed staff's level of training and individual experience in the provision of nursing services to students with disabilities. The proposer will also provide retention/turnover rates of RNs and/or LPNs.

8. The proposer will ensure that assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City immediately upon request. The proposer will further ensure that they will provide training to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.

9. The proposer will ensure each nurse has training in CPR, administration of

medications and use of the AED, in addition to training required under federal or state law.

10. Each nurse provided must follow procedures, guidelines and other requirements as set forth by the City and Waterbury Public Schools. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families (DCF) Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.

11. Each nurse shall provide timely and complete reports including nursing notes to City staff and provide to the City any Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant laws.

12. The proposer will be responsible for the direct clinical supervision of the nurses provided to the City.

13. The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses' start and end times and provide verification of hours billed.

C. Scope of Services

1. The proposer agrees to provide nurses for school based individualized nursing services to students, ages 3-22, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for school-based nursing services performed for the City during school hours and in transit to and from school if required by the IEP, on days the school is in session and the student is in attendance.

2. Nursing services must be provided by Connecticut licensed RNs and/or LPNs without delay to fill the immediate and changing needs of the Waterbury Public Schools. The proposer will ensure that all nurses working in the Waterbury Public Schools have had satisfactory criminal background checks, drug tests and DCF registry checks as required under law and will provide the City proof upon request.

3. The proposer will designate at least one Connecticut licensed RN who will provide direct clinical supervision of the RNs and LPNs practice. Each nurse will be assigned a student or students and other related responsibilities. The student's assigned RN will participate in planning and placement team (PPT) meetings, write goals and objectives for the student's IEP, and communicate with the student's health care providers

as necessary. If an LPN is assigned a student or students, the RN supervising that LPN will participate with the LPN in PPT meetings, write goals and objectives for the student's IEP, and communicate with the student's health care providers as necessary.

4. The proposer must demonstrate a formal orientation process for nurses who will be employed under this contract. The orientation should include any skilled nursing procedures that have been ordered by the health care provider and will be carried out by the assigned nurse. This orientation should include appropriate documentation processes following City, federal, state, local and district laws, policies, procedures, regulations and ethical standards. Proposers may demonstrate this by providing a sample copy of their orientation materials with their proposal.

5. The proposer must designate at least one person within the agency who will be assigned to the City to respond to any issues or concerns of the City.

6. Typically, the City provides nursing services to approximately 10 students but this will fluctuate based on need. The nurses may work with one or more students based upon the students' IHCPs. Students are primarily located in Waterbury schools. Nursing services may be needed at out of district facilities, to accompany students on school-sponsored activities off campus, or if the student is receiving homebound instruction. Work hours consist of the hours the student is in school and include the transportation time if the nurse is traveling with the student for up to 8 hours per day. The nurse must be on time for departure with the student.

7. Nursing services are needed for each school day following the school calendar of approximately 181 days and for extended school year services for up to an additional 25 days in the summer. The nurse must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer.

8. The proposer will supervise its nurses and monitor services provided and time billed by each and ensure adherence to the terms of the contract. The proposer's nurses will maintain nursing notes and other records as required by the City and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.

9. Each nurse shall provide timely and complete reports to Waterbury Public Schools. Documentation shall be in a form and manner acceptable to the Department and in compliance with the State of Connecticut Department of Social Services regulations and other relevant laws.

10. The proposer will promptly submit bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the City. The proposer will monitor the hours of service to ensure compliance with the terms and amount of the contract. The proposer will immediately provide substitutes for staff who are absent. If a nurse is absent for or unable to complete an assigned shift, they shall communicate their absence or need for replacement to the agency. It is the agency's responsibility to replace the nurse with a substitute and communicate that substitution to the family of the student under their care and to the City.

11. Communication between the proposer's nurses and the school nurses is critical to the care and safety of the student. Waterbury Health Department expects the proposer to direct their staff to communicate regularly and openly to the school nurse and/or the School Nurse Supervisors any information pertinent to the student's health status.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be June 1, 2025 – June 30, 2028. The City, shall have the option, at its sole discretion, to extend the term of this Agreement for one (1) year, upon the same terms and conditions as stated herein, provided that the City gives the Consultant sixty (60) days advance written notice, prior to the expiration of the existing term of its election to extend this Agreement.

E. Insurance

The respondent shall provide insurance as set for in Attachment D provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. 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. There will be a mandatory Information Session with respect to this RFP on April 30,2025 at 1:00PM as per Attachment E. ATTENDANCE AND ON-TIME SIGN-IN AT THE Information Session IS MANDATORY. THOSE LATE/NOT ATTENDING WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.

3. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).

4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on May 6, 2025**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. 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 ProcureWare website by **May 9, 2025, 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 the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Waterbury Health Department.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of **120** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City.

Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Professional Service Agreement in Attachment B.

15. 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.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and seven (7) paper copies of the proposal, as well as a copy of the original proposal in PDF format on a CD or flash drive, must be received at the following address no later than **11:30 AM on May 15, 2025. Proposals received after that time shall be not be considered.**

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

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

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

   a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
   b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
      - Organization name and the name, title, address and telephone number of a responsible contact person.
      - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
      - For projects of a similar nature to those included in the Scope of Services, describe experience providing skilled nursing services to children with complex medical needs in a home care or private duty capacity.
      - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.
      - A copy of the proposer's home health care agency license from the Connecticut Department of Public Health Facility Licensing and Investigations Section.

      Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
   c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their current resumes and copies of Connecticut nursing licensure. Each resume shall include the individual's full legal name, qualifications and experience providing nursing care to children with special healthcare needs. Please also include a current organizational chart.
   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. Please explain roles and responsibilities of all staff assigned to this contract, designating which individual(s) is responsible for nursing supervision.
   c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a **single hourly rate for an RN and a single hourly rate for an LPN, for the term of the contract,** 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. In addition, the proposal shall include an hourly rate for a RN and an LPN for services delivered solely during transit to and from school. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost.

   The City requires that the cost of the LPN services must include the supervision by the RN. RN supervision should be included as an indirect cost and not be billed separately as an added hourly rate. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

   Please respond to the following questions:
   a. Have you ever failed to complete any work awarded to you? If so, where and

why?

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

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirement in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposal.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the schools listed in Section B.2

of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K. 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.

L. Federal, State and Local Employment Requirements NOT APPLICABLE

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

M. State Set-Aside Requirements NOT APPLICABLE

i. 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.

ii. 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.

iii. 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.

N. State DAS Requirements for Construction Projects NOT APPLICABLE

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

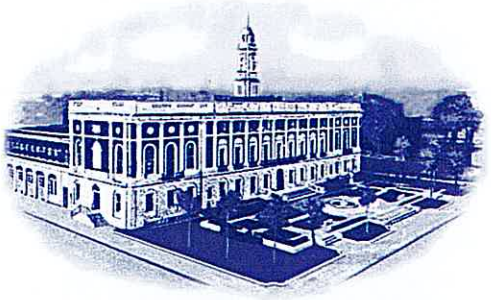
O. Bid Bond NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 9, 2025

RFP 8448 Individualized Nursing Services for Students with Complex Medical Needs City of Waterbury

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8448**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answers below.

Question	Answer
Please clarify the position how many RNs and LPNs are required? Please provide the number of RNs working on contract with Waterbury.	The number of RNs and LPNs required for this contract will vary according to the number of students requiring specialized services. In the last academic year this represented 10 nurses.
Could the City please confirm if the vendor needs to submit the resumes for the required candidates (RNs, LPNs)? If yes, Does the vendor need to submit sample resumes or actual resumes? On Page 9, under Experience, Expertise and capabilities, heading "personal Listing" states, "A complete listing of the staff identified in the work plan by job classification, along with	The vendor must submit the resumes of all their current staff who may be assigned to this contract. The City understands that new staff may be recruited for this assignment and the vendor does not have those resumes yet. The City asks that if awarded, the vendor be prepared to submit resumes for any new staff assigned to provide services so that Waterbury Health Department (WHD) can review and approve the assignment of those nurses. The

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their current resumes and copies of Connecticut nursing licensure. Each resume shall include the individual's full legal name, qualifications and experience providing nursing care to children with special healthcare needs. Please also include a current organizational chart." Could the City please confirm if this requirement is for key personnel of the vendor or is it for the candidates we are going to hire?	requirement to submit resumes, licensure, and job classification refers to all staff involved in this contract – administrative and nursing team members.
Could the City please confirm if the vendor needs to provide hourly bill rate for the requested positions?	The vendor must provide an hourly bill rate for each position.
Please confirm if the vendor needs to have Schools experience in order to be responsive or for getting award. Will vendors without experience working with schools receive a negative impact in the evaluation?	Vendors with school experience are preferred in the selection process, as outlined in the RFP.
Could the City please confirm how many vendors will be selected through this RFP? How many bidders do you expect to award? Can you clarify the expected number of awards for this solicitation?	The number of vendors selected for this contract is at the City's discretion.
Will you consider a Private Duty homecare company that has RN case management, Clinical Supervision, manages and maintains Plan of care/485, orders, in-services and has past performance with the exact same students for Waterbury but is not a licensed homecare company?	No, the vendor must be a CT FLIS-licensed home health care agency.
RE: Page 9, 2. B: "A copy of the proposer's home health care agency license from the Connecticut Department of Public Health Facility Licensing and Investigations Section (FLIS)." Will a Temporary Nurse Agency License be accepted if we are able to provide an RN Supervisor?	No, the vendor must be a CT FLIS-licensed home health care agency.

Are we able to submit this online?	No.
What is the estimated budget for this contract? Could the City please share the estimated budget for this contract? Is there a predefined budget for this contract?	Not available.
Could the City please share the previous spending for the same services? Could you provide details on the previous expenditure associated with this contract? What are the current incumbent rates for these positions? What are the current hourly rates for these positions? Please provide the current bill rate for RNs under contract with Waterbury.	$ 3,089,772 (LPNs and RNs combined) for three years.
Is it mandatory to subcontract?	It is not mandatory to subcontract.
In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?	In order to be responsive for this RFP, vendors should submit a plan to deliver the care outlined in the scope of services. This includes the provision of nursing care by nurses who have experience caring for children with special health care needs according to an IEP, IHCP or a doctor's orders using RNs or if using LPNs, the provision of LPN nursing care supervised by an RN.
Is there a minimum number of hours required for the service?	Care must be provided during the period needed by the student in transit to and from school and during the school day according to the care plan. RNs and LPNs work 180 school days up to 7 hours a day and sometimes ride the bus with students. The hours in the day are determined on whether the student attends school and the number of hours in the student day.

Are there any specific challenges or issues currently being faced with the existing vendors? If so, what has been their biggest strength and weakness?	Some of the challenges faced by the current program are that the previous RFP solicited nursing staffing agencies rather than nursing home care agencies. Staffing agency staff assume a level of supervision by on-site nurses or orientation to the assignment by the contractor which WPS (Waterbury Public Schools) does not have the capacity to conduct. The current solicitation requires licensure as a home care agency and experience working with pediatric populations with complex medical needs to assure the practice of assigned nurses is supervised by the vendor and performed by professionals familiar with the clinical needs of these populations.
What are the primary goals of this RFP, and are there any specific challenges you hope to address?	The goals of the RFP are stated in the RFP.
Is there any preference or priority given to local vendors for this contract?	Vendors must be licensed in Connecticut.
Is this a newly initiated project, or is it a continuation of an existing one? Is this a new contract or renewal of an existing contract? Is this a rebid for the contract, or is it a new contract?	This is a continuation of services delivered to WPS students currently. This is a new competitive RFP to solicit these services under the WHD. Former solicitations and contracts were under the supervision of WPS and had different scopes of services and expectations.
If it is ongoing, kindly provide the names of the current service providers/incumbent vendors? Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors? If there is an existing contract, could you please share the names of the current vendors and their pricing?	The current vendors are Stepping Stones LLC and WorldWide Travel Staffing. Stepping Stones: Fee schedule for Registered Nurses: July 1, 2024 - June 30, 2025: $69 per hour; WorldWide Travel Staffing: Fee schedule for Licensed Practical Nurses: July 1, 2024 - June 30, 2027: $59 per hour;

Could the City please share if there is any incumbent for this contract? If yes please share the winning vendor response and their pricing. Is there an incumbent vendor?	
If it is a rebid, what prompted the search for a new vendor?	This RFP was prompted by Waterbury Public Schools (WPS) intention to collaborate more effectively with Waterbury Health Department by consolidating the provision of nursing care to students under the supervision of the School Nursing Division at WHD in order to assure the highest quality of care to the students.
How should pricing be structured (fixed rates, markups, volume discounts, etc.)?	As stated in the RFP, the proposal should be for hourly costs for the professionals listed. Please see pp. 8 & 9 of the RFP Section 4: "Cost Schedule. Proposals shall include a **single hourly rate for an RN and a single hourly rate for an LPN, for each year for three years,** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. In addition, the proposal shall include an hourly rate for a RN and a LPN for accompanying the student on the bus or van without the need for services before or after the transportation. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals."
Will you consider proposals that include W-2 employees or 1099 independent contractors as part of the staffing solution under this RFP?	Payment is made to the vendor. The vendor's relationship to its employees is not the City's concern; provision of quality nursing care is the outcome on which payment is assured.
What are your expectations for candidate screening, assessments, and background checks?	Please see B. Qualifications # 7, 8, 9, 10 on page 2: "7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of nursing services to students with disabilities. The proposer will also provide retention/turnover rates of RNs and LPNs.

	8. The proposer will ensure that assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City immediately upon request. The proposer will further ensure that they will provide training to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned. 9. The proposer will ensure each nurse has training in CPR, administration of medications and use of the AED in addition to training required under federal or state law. 10. Each nurse provided must follow 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 nursing candidate prior to placement." And please see C. Scope of Services #2 on page 3: "Nursing services must be provided by CT licensed, certified and qualified RNs or LPNs without delay to fill the immediate and changing needs of the Waterbury School District. The proposer will ensure that all nurses 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."
Will there be a transition period between vendors, and if so, how will it be handled?	WHD and WPS are working to complete these contracts prior to the next academic year and determine the best mechanism for transition.
Is this a sole-source bid?	No, this is an open competitive bid under an RFP.
What is the expected timeline for vendor selection and contract award?	WHD and WPS intend to select and contract with vendor(s) as soon as possible, ideally before the start of the next academic year.

When would you like services to begin?	By the first day of school of the 2025-2026 academic year.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

Response to RFP #8448
Individualized Nursing Services for Students
with Complex Medical Needs

Request for Proposal from:
The City of Waterbury
Health Department

May 15, 2025

Proposer:

Equinox Home Care, LLC
80 Ferry Boulevard, Suite 205
Stratford, CT 06615
(203) 380-9252
HHC.9915760

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DISCLAIMER

The purpose of this form is to streamline Submittal format and provide additional guidance to Respondents. In the event of any conflict or ambiguity between the RFP and this form, the RFP prevails.

1. PROPOSER INFORMATION

a. Firm Name: Equinox Home Care, LLC

b. Permanent Main Office Address: 80 Ferry Blvd, Suite 205, Stratford, CT 06615

c. Date of Organization: June 2002

d. Equinox Home Care, LLC is a Limited Liability Company duly formed under the laws of the State of Connecticut.

e. Equinox Home Care, LLC has been an actively licensed Home Health Agency for 23 years, reflecting more than two decades of clinical excellence, regulatory compliance, and an unwavering commitment to delivering compassionate, high-quality care.

f. Names/Titles of Essential Personnel:

- Silvana Kokkoros, RN, BSN, Owner
- Raquel Kokkoros, Master of Science in Business Administration, Owner
- Nicole Lavin, RN, MSN, Administrator
- Lori Alterio, RN, Supervisor of Clinical Services
- Carmen Kokkoros, RN, Home Health Aide Supervisor

2. EXPERIENCE, EXPERTISE AND CAPABILITIES

a. Philosophy Statement and Business Focus

At Equinox Home Care, LLC, we believe that quality nursing care should meet people where they are, whether that's at home or in the classroom. Our philosophy centers on providing dependable, compassionate, and individualized care that supports each person's unique health needs while promoting dignity and independence.

When it comes to school-based nursing services, our approach is simple: deliver consistent, skilled care that allows students with medical needs to safely participate in their education. We view our nurses as part of a larger team that includes educators, parents, and healthcare providers all working together to support the student's health and learning goals. We emphasize communication, flexibility, and professionalism in every placement.

We also understand that school environments are fast-paced and require a calm, capable nursing presence. That's why we prioritize matching each assignment with nurses who are not only clinically qualified but also experienced in pediatric care and school-based settings.

Our Business Focus

Equinox Home Care, LLC is a Medicare-certified home health care agency based in Stratford, Connecticut. Our primary focus is providing skilled nursing and supportive services in the home and community. Over the years, we've expanded to serve a wide range of clients, from medically complex children to elderly adults requiring long-term care.

Through our shared ownership with Pro Med Staff, LLC, we also provide nurse staffing solutions to local institutions, including schools and municipalities. This dual focus on both home care and staffing allows us to meet a wide variety of healthcare needs with flexibility and reliability.

Under the new ownership of GB Holding Co., LLC, our agency is proudly operated by a local family with a proven track record in Connecticut's healthcare industry. This transition ensures a continued tradition of personalized, client-focused care.

b. Summary of Relevant Experience

Relevant Client List	
1. Client Name	**Confidential Family (Home-based Pediatric Nursing)**
Location	Fairfield County, CT
Contact name	Available upon request/agreement to disclose to preserve client confidentiality
Contact title	Available upon request/agreement to disclose to preserve client confidentiality
Contact telephone number	Available upon request/agreement to disclose to preserve client confidentiality
Contact email address	Available upon request/agreement to disclose to preserve client confidentiality
Customer base	Private Pediatric Case Management

Services provided (those services provided by Respondent)	One-on-one skilled nursing care provided to a 7-year-old student with a tracheostomy and seizure disorder. Services included ventilator care, medication administration, emergency response readiness, and school-day medical oversight. Nursing support was coordinated through collaboration with the child's school nurse, IEP team, and medical providers.
Implementation dates (project start date and go-live date)	August 2021 – August 2023
Completion	On time and within budget
Relevance	Directly aligned with RFP #8448 scope; skilled pediatric nursing in support of educational participation.

2. Client name	**Private Duty- Bridgeport Public Schools (via staffing arrangement)**
Location	Bridgeport, CT
Contact name	Available upon request/agreement to disclose to preserve client confidentiality
Contact title	Available upon request/agreement to disclose to preserve client confidentiality
Contact telephone number	Available upon request/agreement to disclose to preserve client confidentiality
Contact email address	Available upon request/agreement to disclose to preserve client confidentiality
Customer base	In-School Nursing Support
Services provided (those services provided by Respondent)	Assigned a Licensed Practical Nurse (LPN) to a 9-year-old student with Type 1 Diabetes and multiple food allergies during the academic day. Provided insulin monitoring and administration, care coordination, and emergency protocol adherence.

Implementation dates (project start date and go-live date)	September 2022 – June 2023
Gross Cost	$148,900 (based on hourly rate and school calendar schedule)
Completion	On time and within budget
Relevance	Similar in scope to RFP #8448; school-based individual nursing services for medically complex students.

3. Client name	Family Private Care (non-agency referred, transitioned to Equinox management)
Location	Stratford, CT
Contact name	Available upon request/agreement to disclose to preserve client confidentiality
Contact title	Available upon request/agreement to disclose to preserve client confidentiality
Contact telephone number	Available upon request/agreement to disclose to preserve client confidentiality
Contact email address	Available upon request/agreement to disclose to preserve client confidentiality
Customer base	Pediatric Private Duty Nursing
Services provided (those services provided by Respondent)	Provided 12-hour daily nursing shifts to a medically fragile toddler with a feeding tube, seizure disorder, and chronic lung condition. Services included skilled assessments, medication management, parent education, and regular physician reporting.
Implementation dates (project start date and go-live date)	May 2020 – December 2022
Completion	Within original timeline and budget
Relevance	Skilled pediatric home care mirroring school-based medical complexity scenarios.

Equinox Home Care, LLC does not have any direct contracts with the City of Waterbury. For complete transparency, Pro Med Staff, LLC (common ownership) has a contract with the City of Waterbury resulting from RFP #8247.

c. Personnel Listing

Equinox Home Care, LLC maintains a dedicated team of licensed and experienced nursing professionals who are qualified to provide individualized care to students with complex medical needs in accordance with their IEPs, IHCPs, and physician directives. Equinox Home Care, LLC is supported by a robust network of experienced RNs and LPNs, allowing for flexible and responsive staffing across multiple specialties.

Below is a listing of proposed staff by job classification who are identified to support the services outlined in RFP #8448. Full resumes and Connecticut nursing license documentation for each clinician are included.

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1. Non-Clinical

- **Name:** Raquel Kokkoros, MS
  - **CT License #:** N/A
  - **Qualifications:** Offers a strong background in home care leadership with more than 15 years of administrative experience, multi-business ownership in the healthcare sector, and advanced academic training with a Master of Science in Entertainment Business, majoring in Film/Television Production Management, and minor in Business Administration.
  - **Role:** Owner, Chief Operating Officer
  - **Experience:** Ownership interest in Pro Med Staff, LLC, ASYST Medical Staffing of CT, LLC, GB Holding Co., LLC, and Equinox Home Care, LLC.

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2. Registered Nurses (RNs)

- **Name:** Silvana Kokkoros, RN, BSN
  - **CT License #:** 68191
  - **Qualifications:** BSN, over 30 years of pediatric and home health experience, including trach/vent care and school-based nursing support.
  - **Role:** Owner, Lead Field Nurse Supervisor
  - **Experience:** Extensive experience supporting children with seizure disorders, diabetes, and neurodevelopmental conditions in home and school settings. Vital link between educational staff and student care teams.

- **Name:** Nicole Lavin, RN, MSN
  - **CT License #:** E57535
  - **Qualifications:** 34 years as an RN, 8+ years in pediatric private duty nursing and transitional care planning.
  - **Role:** Administrator, Field RN (Float/Backup)
  - **Experience:** Direct school nursing experience for medically fragile children aged 5-17, with emphasis on chronic respiratory conditions.

- **Name:** Lori Alterio, RN
  - **CT License #:** E56494
  - **Qualifications:** Coding Specialist with over 20 years of private duty nursing, hospice care, and administrative nursing.
  - **Role:** Supervisor of Clinical Services, Field RN (Float/Backup)
  - **Experience:** Direct and Administrative Care experience for 20+ years

- **Name:** Peter Kokkoros, RN
  - **CT License #:** 10.080715
  - **Qualifications:** 18+ years in psychiatric nursing services
  - **Role:** Field RN, On-Call RN
  - **Experience:** Extensive 18-year background providing compassionate, evidence-based psychiatric nursing care to individuals with acute and chronic mental health conditions
  -

- **Name:** Carmen Kokkoros, RN
  - **CT License #:** 10.119084
  - **Qualifications:** 14 years in pediatric nursing, BLS, PALS, Pediatric Tracheostomy & Ventilator Management.
  - **Role:** Field RN and HHA Supervisor
  - **Experience:** *Montefiore Medical Center (Bronx, NY) Pediatric ICU Nurse*: Provided critical care to infants and children with respiratory failure, congenital disorders, and multi-organ complications. Developed acute clinical judgment and emergency responsiveness in high-pressure, fast-paced ICU settings.
  - *Greenwich Hospital Pediatric Unit Nurse:* Delivered comprehensive inpatient pediatric care including medication administration, seizure management, and parental teaching. Worked closely with interdisciplinary teams and discharge planners to ensure smooth transitions to home or school environments.
  - *Yale New Haven Hospital Pediatric Emergency Department Nurse:* Cared for pediatric patients presenting with trauma, respiratory distress, chronic illness exacerbations, and acute behavioral health crises. Familiar with rapid triage, procedural sedation, and coordination with specialists for follow-up care.
  - *School-Based & Private Duty Nursing:* Transitioned to community health with a focus on school-aged children requiring 1:1 nursing care for conditions such as Type 1 Diabetes, seizure disorders, and ventilator dependence.

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3. Licensed Practical Nurses (LPNs)

- **Name:** Juliette Jean Baptiste, LPN
  - **CT License #:** 43586
  - **Qualifications:** Graduate of Lincoln Tech Practical Nursing Program, certified in CPR/First Aid and Medication Administration.
  - **Role:** Assigned 1:1 LPN
  - **Experience:** Previously assigned to diabetic and seizure-prone pediatrics in both home and academic settings; adept at coordinating with school nursing staff.

- **Name:** Tiona Stewart, LPN
  - **CT License #:** 11.038404
  - **Qualifications:** 12 years of LPN experience, with 3 years focused on pediatric care and religious-based infirmary care.
  - **Role:** Assigned 1:1 LPN
  - **Experience:** Hands-on experience with patients requiring feeding tubes, suctioning, and allergy emergency response protocols.

- **Name:** Dominique Sharell Williams, LPN
  - **CT License #:** 11.044007

- **Qualifications:** Consistently assigned to pediatric cases for the past 4 years.
- **Role:** Alternate/On-Call Nurse
- **Experience:** Assigned to children with chronic respiratory conditions requiring daily nebulizer treatments and tracheostomy suctioning. Skilled in documenting daily nursing notes for IEP compliance and maintaining communication logs with families and school personnel. Facilitates open, ongoing dialogue between educational staff and our RN leadership team to promote accountability, clarity, and timely information sharing for uninterrupted care.

Organizational Chart as attachment accompanied by resumes and credential copies for all staff members listed herein.

d. Conflict of Interest

Equinox Home Care, LLC does not have any direct contracts with the City of Waterbury. For complete transparency, Pro Med Staff, LLC (common ownership) has a contract with the City of Waterbury resulting from RFP #8247.

3. STATEMENT OF QUALIFICATIONS AND WORK PLAN

a. Qualifications

Equinox Home Care, LLC is a licensed, Medicare-certified home health agency with over 20 years of continuous operation in Connecticut, delivering skilled nursing, private duty care, and individualized health services across a broad spectrum of populations, including children with complex medical needs. Our leadership team and field staff bring a unique blend of clinical expertise, school-based nursing experience, and administrative depth to fulfill the scope of services required under RFP #8448.

- Licensed by the Connecticut Department of Public Health and continuously Medicare-certified since November 26, 2002.
- Owned and operated by GB Holding Co., LLC and the Kokkoros family, who also own and manage Pro Med Staff, LLC, a healthcare staffing agency specializing in temporary nursing placements for municipal and institutional contracts.
- Extensive pediatric experience, including direct service provision to children requiring tracheostomy care, seizure monitoring, ventilator support, and diabetic management in both home and school settings.
- Strong compliance infrastructure, including dedicated personnel for HIPAA, FERPA, DPH, and Board of Education standards, ensuring strict adherence to confidentiality, documentation, and emergency response protocols.
- Operational capacity to rapidly deploy our own qualified staff and provide reliable backup coverage through our affiliated staffing agency.

b. Work Plan

Equinox Home Care, LLC will implement a structured, student-centered approach to delivering the school-based nursing services outlined in Section C of RFP #8448. Our work plan prioritizes individualized care, staffing continuity, clear communication with school personnel, and strict compliance with all applicable health, education, and privacy regulations.

General Approach

- *Student Assignment and Onboarding*
  Upon receipt of each student's IEP, IHCP, or relevant medical documentation, our clinical team (led by our RN Supervisor) will review the care plan and designate an appropriate nurse (RN or LPN) with matching clinical qualifications. Nurses will participate in a case-specific orientation covering the student's condition(s), emergency protocol, school environment, and communication expectations.

- *Daily Service Delivery*
  Assigned nurses will provide 1:1 care during the school day, following all medical orders, assisting with daily health needs, and documenting all interventions, observations, and incidents. Nurses will complete electronic or written daily logs for school records and family updates as appropriate.

- *Communication and Coordination*
  Our staff will maintain open communication with school nurses, teachers, paraprofessionals, and family members. Any changes in a student's status or health plan will be promptly communicated to the RN Supervisor and the school liaison.

- *Supervision and Oversight*
  All clinical services will be overseen by our Supervisor of Clinical Services, Lori Alterio, RN, who will conduct regular check-ins, field visits, performance reviews, and clinical documentation audits to ensure quality and compliance. Issues requiring medical judgment, protocol clarification, or incident review will be escalated directly to the RN Case Supervisor.

- *Back-Up Coverage and Staffing Flexibility*
  In the event of nurse absence and no in-office coverage immediately available, Equinox will draw from its shared staffing pool with Pro Med Staff, LLC to provide trained substitutes with minimal disruption to the student's care or school day.

- *Ongoing Evaluation and Reporting*
  We will work with the school district to evaluate service effectiveness and satisfaction on a quarterly basis. Incident reports, performance metrics, and case updates will be provided as needed or requested.

c. Services Expected of the City

To ensure the smooth and effective delivery of nursing services outlined in RFP #8448, Equinox Home Care, LLC respectfully requests the following support from the City and its designated school district representatives:

- *Student Case Information and Documentation*
  Timely provision of relevant student documentation, including current Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCPs), medical orders from licensed providers, and any relevant behavior or emergency response protocols.
  Notification of any changes or updates to a student's health plan, care needs, or educational placement.

- *School Site Access and Orientation*
  Facilitation of on-site access for assigned nursing staff to perform their duties, including entry badges, workspace if available, and access to student health offices or classrooms as needed. Orientation or briefings on school-specific protocols, emergency procedures, and key personnel contacts.

- *Coordination and Communication*
  Designation of a primary point of contact at each school or within the district to coordinate communication between the nurse, school staff, families, and the Equinox supervisory team.
  Collaboration in resolving any service-related issues, including nurse-student compatibility concerns or the need for additional supports.

- *Scheduling and Attendance Notifications*
  Timely communication regarding school closures, student absences, or schedule changes that may impact service delivery.

- *Incident and Compliance Cooperation*
  Support in the reporting and investigation of any incidents, including medical events, injuries, or disciplinary matters involving the assigned student and nursing staff.
  Cooperation in compliance-related matters, including audits, quality reviews, and documentation requests related to FERPA, HIPAA, and state regulations.

Equinox Home Care, LLC is committed to working in close partnership with the City and its school district personnel to ensure high-quality, individualized care for students while maintaining full regulatory and procedural compliance. We believe that clear communication and shared accountability are the foundation of a successful collaboration.

4. COST SCHEDULE

In accordance with the requirements of RFP #8448, Equinox Home Care, LLC submits the following all-inclusive hourly rates for Registered Nurse (RN) and Licensed Practical Nurse (LPN) services. These rates cover all personnel and non-personnel expenses, including supervision, administrative overhead, scheduling, insurance, training, and compliance. The same rates apply for the entire term of the contract (June 1, 2025 – June 30, 2028).

ENCLOSED IN "CONFIDENTIAL: COST PROPOSAL"

REVISED COST PROPOSAL V.1 6/2/25

CONFIDENTIAL: COST PROPOSAL

Equinox Home Care, LLC HHC.9915760
RFP #8448
Individualized Nursing Services for Students with Complex Medical Needs
City of Waterbury Health Department
Hourly Rates (All-Inclusive for 2025–2028 Contract Term)

6/2/25

ORIGINAL: STRICKEN **REVISED: IN GREEN**

Service Type	Hourly Rate (RN)	Hourly Rate (LPN)
In-School Nursing Services	~~$69.00~~ $68.00	~~$59.00~~ $58.00
Transit to/from School (Student Accompaniment)	~~$69.00~~ $68.00	~~$59.00~~ $58.00

Work Plan Cost Breakdown Per Student/Weekly (Sample Scenario with LPN covering shift)
(Based on 8-hour school day, 5 days/week)

Work Plan Element	Assigned Staff	Estimated Hours/Week	Hourly Rate	Total Cost/Week
In-School Nursing Services (1:1)	LPN	40 hours	$58.00 ~~$59.00~~	$2,320.00 ~~$2,360.00~~
Transit Services (if applicable)	LPN	10 hours	$58.00 ~~$59.00~~	$580.00 ~~$590.00~~
RN Supervision (included in LPN rate)	RN	N/A	N/A	Included
Scheduling and Admin (indirect)	Internal Admin	N/A	N/A	Included

Work Plan Cost Breakdown Per Student/Weekly (Sample Scenario with RN covering shift)
(Based on 8-hour school day, 5 days/week)

Work Plan Element	**Assigned Staff**	**Estimated Hours/Week**	**Hourly Rate**	**Total Weekly Cost**
In-School Nursing Services (1:1)	RN	40 hours	$68.00 ~~$69.00~~	$2,720.00 ~~$2,760.00~~
Transit Services (if applicable)	RN	10 hours	$68.00 ~~$69.00~~	$680.00 ~~$690.00~~
Clinical Supervision	RN (self-managed)	N/A	Included	Included
Scheduling and Admin (indirect)	Internal Admin	N/A	Included	Included

Non-Personnel Costs (Included in Hourly Rates)

RN clinical supervision, Scheduling and case coordination, Liability insurance and administrative overhead, Staff credentialing, training, background checks, PPE, nursing bags, documentation materials, Electronic and written reporting/logs, Incident response planning and communication

Note: Actual costs may vary based on authorized student hours, school calendar, and district-specific service needs. Equinox Home Care, LLC is open to final scope negotiation as requested by the City.

CONFIDENTIAL: COST PROPOSAL

Equinox Home Care, LLC HHC.9915760
RFP #8448
Individualized Nursing Services for Students with Complex Medical Needs
City of Waterbury Health Department
Hourly Rates (All-Inclusive for 2025–2028 Contract Term)

Service Type	Hourly Rate (RN)	Hourly Rate (LPN)
In-School Nursing Services	$69.00	$59.00
Transit to/from School (Student Accompaniment)	$69.00	$59.00

5/10/25

Work Plan Cost Breakdown Per Student/Weekly (Sample Scenario with LPN covering shift)
(Based on 8-hour school day, 5 days/week)

Work Plan Element	Assigned Staff	Estimated Hours/Week	Hourly Rate	Total Cost/Week
In-School Nursing Services (1:1)	LPN	40 hours	$59.00	$2,360.00
Transit Services (if applicable)	LPN	10 hours	$59.00	$590.00
RN Supervision (included in LPN rate)	RN	N/A	N/A	Included
Scheduling and Admin (indirect)	Internal Admin	N/A	N/A	Included

Work Plan Cost Breakdown Per Student/Weekly (Sample Scenario with RN covering shift)
(Based on 8-hour school day, 5 days/week)

Work Plan Element	Assigned Staff	Estimated Hours/Week	Hourly Rate	Total Weekly Cost
In-School Nursing Services (1:1)	RN	40 hours	$69.00	$2,760.00
Transit Services (if applicable)	RN	10 hours	$69.00	$690.00
Clinical Supervision	RN (self-managed)	N/A	Included	Included
Scheduling and Admin (indirect)	Internal Admin	N/A	Included	Included

Non-Personnel Costs (Included in Hourly Rates)

RN clinical supervision, Scheduling and case coordination, Liability insurance and administrative overhead, Staff credentialing, training, background checks, PPE, nursing bags, documentation materials, Electronic and written reporting/logs, Incident response planning and communication

Note: Actual costs may vary based on authorized student hours, school calendar, and district-specific service needs. Equinox Home Care, LLC is open to final scope negotiation as requested by the City.

5. INFORMATION REGARDING FAILURE TO COMPLETE WORK, DEFAULT, AND LITIGATION

a. **Have you ever failed to complete any work awarded to you?**

No. Equinox Home Care, LLC has never failed to complete any awarded work. All contracts have been fulfilled in accordance with agreed-upon terms and timelines.

b. **Have you ever defaulted on a contract?**

No. Equinox Home Care, LLC has never defaulted on any contract.

c. **Is there any pending litigation which could affect your organization's ability to perform this agreement?**

No. There is no pending litigation that would impact Equinox Home Care, LLC's ability to perform or fulfill the obligations under this agreement.

d. **Has your firm ever had a contract terminated for cause within the past five years?**

No. Equinox Home Care, LLC has not had any contracts terminated for cause in the past five years.

e. **Has your firm been named in a lawsuit related to errors and omissions within the past five years?**

No. Equinox Home Care, LLC has not been named in any lawsuit related to errors and omissions in the past five years.

f. **During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws?**

No. Equinox Home Care, LLC has never filed for bankruptcy or sought protection under federal bankruptcy laws.

g. **Have you ever exceeded the amount of the contract you were awarded?**

No. Equinox Home Care, LLC has not exceeded the budgeted amounts of any awarded contracts. All work has been performed within the scope and financial terms of the original agreements.

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?**

No. Equinox Home Care, LLC is in stable financial and operational standing and has the staffing capacity, regulatory compliance infrastructure, and clinical expertise to fully perform the services outlined in RFP #8448.

6. EXCEPTIONS AND ALTERNATIVES

Equinox Home Care, LLC has carefully reviewed all requirements outlined in RFP #8448 and is prepared to comply fully with the scope, terms, and conditions as stated.

At this time, we do not propose any exceptions or alternatives to the requirements specified in the RFP. Our proposal is submitted in full alignment with the City's stated expectations and specifications.

Should the City identify opportunities during negotiation where alternatives could enhance operational flexibility or improve cost-efficiency without compromising care quality, we are open to exploring such discussions in good faith.

7. ADDITIONAL DATA

Equinox Home Care, LLC is pleased to provide the following additional information for the City's consideration in support of our proposal for RFP #8448:

- *Ownership and Affiliation*: Equinox Home Care, LLC is owned and operated by GB Holding Co., LLC, under the direction of the Kokkoros family, who also own and manage Pro Med Staff, LLC, a CT DPH Registered healthcare staffing agency. This shared ownership structure strengthens our staffing capabilities and enhances our ability to maintain uninterrupted services during nurse absences or increased demand.

- *Licensure and Certification*: Equinox Home Care, LLC is fully licensed by the Connecticut Department of Public Health and has maintained continuous Medicare certification since November 26, 2002. Our agency operates in full compliance with all applicable local, state, and federal healthcare regulations.

- *Insurance and Liability:* We maintain comprehensive general liability, professional liability, workers' compensation, and employer liability coverage exceeding the minimums required by the City. Certificates of insurance are available upon request.

- *Staff Credentialing and Background Checks:* All nurses assigned to school-based roles are licensed in the State of Connecticut and have undergone criminal background checks, abuse registry verification, and training in HIPAA, FERPA, infection control, and emergency response.

- *Emergency Preparedness:* Equinox has internal protocols for medical emergencies, inclement weather, and service disruptions, ensuring continuity of care and communication with school officials and families.

- *Technology and Documentation:* We utilize secure documentation systems to maintain nursing logs, incident reports, and compliance forms, which can be shared with the district in accordance with FERPA and HIPAA regulations.

- *Community Commitment:* As a locally operated agency with a strong presence in Fairfield and New Haven Counties, we are committed to supporting the educational success and well-being of students with special healthcare needs in our community.

- Equinox Home Care, LLC agrees to the requirements set forth in this RFP regarding Insurance Requirements:

    - All required insurance policies will be issued by carriers licensed to operate in the State of Connecticut, with an AM Best's rating of no less than "A" VIII.

    - Equinox Home Care, LLC agrees to name the City of Waterbury and the Waterbury Board of Education as Additional Insureds on a primary and non-contributory basis for all applicable policies, excluding Workers' Compensation and Professional Liability.

    - All policies will include a Waiver of Subrogation, where applicable, in favor of the City of Waterbury and the Waterbury Board of Education.

- Original, completed Certificates of Insurance will be submitted to the City and Board of Education prior to the execution of the contract and at least 30 days prior to any policy expiration.

- Should any policy be written on a "Claims Made" basis, we will ensure continuous coverage or obtain tail coverage for a minimum of two (2) years following contract completion.

Required coverage limits, including General Liability, Auto Liability, Workers Compensation, Employer Liability, Umbrella/Excess Liability, Abuse/Molestation Liability, and Professional Liability, will be maintained as specified below:

Required Coverage Limits:

General Liability:
$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

Automobile Liability:
$1,000,000 Combined Single Limit
(Any Auto, All Owned and Hired Vehicles)

Workers' Compensation:
Statutory Limits
Employer Liability (EL):
$1,000,000 Each Accident
$1,000,000 Disease – Each Employee
$1,000,000 Disease – Policy Limit

Umbrella/Excess Liability:
$1,000,000 Each Occurrence
$1,000,000 Aggregate

Abuse/Molestation Liability:
$1,000,000 Each Occurrence
$1,000,000 Aggregate

Professional Liability / Errors & Omissions:
$1,000,000 Each Wrongful Act
$1,000,000 Aggregate

Equinox Home Care, LLC is fully prepared to furnish certificates of insurance reflecting the above limits and endorsements prior to the start of services and upon renewal throughout the contract period.

8. POINT OF CONTACT

The direct point of contact designated for this RFP is:

Raquel Kokkoros, Owner
GB Holding Co, LLC
Pro Med Staff, LLC
ASYST Medical Staffing of CT, LLC
Equinox Home Care, LLC
(203) 895-5020 (direct line)
gbholdingcollc@gmail.com

Equinox Home Care, LLC
Compliance Statement Regarding Criminal Background and DCF Registry Checks
Date: May 15, 2025

This statement is submitted by Equinox Home Care, LLC in connection with its services to the City of Waterbury Public Health Department.

Equinox Home Care, LLC affirms the following:

We fully comply with the requirements of **Connecticut General Statutes §10-222c(g)** regarding criminal background disclosures and child abuse registry checks for any personnel who may have direct contact with students while providing services under our contract with the City.

Specifically:

- Any Equinox Home Care employee who will be present on school grounds, at Department of Education events, or in any location where students are present, and who may have direct contact with students, has completed a written disclosure regarding any past criminal convictions or pending criminal charges.
- Such individuals have undergone a **Department of Children and Families (DCF) child abuse and neglect registry check**, as required under **Conn. Gen. Stat. §17a-101k.**
- They have also completed **state and national criminal history records checks**, as outlined in **Conn. Gen. Stat. §29-17a**, the **National Child Protection Act of 1993**, and the **Volunteers for Children Act of 1998**.
- No employee with a disqualifying criminal history will be permitted to have direct contact with any student.

The term "direct contact" includes any services provided by Equinox Home Care, LLC employees under this contract when performed on school grounds, Department of Education property, or in the presence of students.

This statement is submitted in good faith and in accordance with all applicable legal and contractual obligations.

Sincerely,



Raquel Kokkoros
Owner
Equinox Home Care, LLC
gbholdingcollc@gmail.com

equinox home care

Pediatric Review/Refresher Sheet for Nurses

Definitions & Key Concepts

- CYSHCN: Children and Youth with Special Health Care Needs - Children with chronic physical, developmental, behavioral, or emotional conditions requiring health services beyond those required by children generally.
- Tech-Dependent: Reliance on medical devices such as ventilators, feeding tubes, or oxygen therapy.
- Medical Home: A care model emphasizing accessible, continuous, comprehensive, family-centered, coordinated, compassionate, and culturally effective care.

Discharge Planning Essentials

- Multidisciplinary Team: Includes physicians, nurses, social workers, therapists, and care coordinators.
- Family Training: Education on equipment use, emergency procedures, and daily care routines.
- Home Assessment: Evaluation of the home environment to ensure safety and suitability for care.

Home Care Components

- DME: Durable Medical Equipment (e.g., ventilators, monitors).
- PCP: Primary Care Provider.
- Care Coordination: Ensuring seamless communication among all care providers and services.

Nursing Responsibilities

- Monitoring: Regular assessment of vital signs, equipment functionality, and patient status.
- Education: Ongoing instruction for families on care techniques and updates.
- Advocacy: Supporting families in accessing resources and services.

Common Abbreviations

Abbreviation	Meaning
ADLs	Activities of Daily Living
G-tube	Gastrostomy Tube

IV	Intravenous
OT	Occupational Therapy
PT	Physical Therapy
RT	Respiratory Therapy
RN	Registered Nurse
LPN	Licensed Practical Nurse
DME	Durable Medical Equipment
PCP	Primary Care Provider

Study Questions

1. What are the key components of an effective discharge plan for a child with complex medical needs?

2. How does the medical home model benefit children who are technology-dependent?

3. What are the nurse's roles in supporting families during the transition from hospital to home care?

4. List and define five common abbreviations used in pediatric home care.

Reference

Elias, E. R., & Murphy, N. A. (2012). Home Care of Children and Youth With Complex Health Care Needs and Technology Dependencies. Pediatrics, 129(5), 996–1005. https://publications.aap.org/pediatrics/article/129/5/996/73753/Home-Care-of-Children-and-Youth-With-Complex.



RAQUEL KOKKOROS

Entrepreneur with a Master of Science Degree

CONTACT

203-895-5020

rkokkoros@yahoo.com

linkedin.com/raquelkokkoros

Connecticut

CREDITS

Research Coordinator- Judge Jerry for NBCUniversal

Production Manager- Jerry Springer for NBCUniversal

Unit Production Manager- "Moments of Youth" Screen Actor's Guild Production for Jackpot Pictures

Production Manager- Maury for NBCUniversal

On-Screen interview for The Doctors- CBS Television Distribution

EDUCATION

Master of Science in Entertainment Business Management

Full Sail University

Graduated 2020

Bachelor of Science in Entertainment Business Management

Full Sail University

2015-2018, Graduated 2018

Film and Television Studies

NYU Tisch School of the Arts

Graduated 2020

WORK EXPERIENCE

Owner and Chief Operating Officer

Pro Med Staff, LLC 2021-Present

- Owner/Operator for Temporary Nurse Services Agency in CT.

Production Manager and Research Coordinator

NBCUniversal Media, Syndicated Television Studios 2014-2020

- Led team of 20 researchers across the country in collecting small claims records for an arbitration-based televison program.
- Developed detailed production schedules and timelines.
- Coordinated with producers, directors, and other key staff to define production goals and requirements.
- Oversight of budgeting, including cost estimation, allocation, and tracking expenses.
- Secure necessary permits, locations, and equipment for the production.
- Monitor daily production activities to ensure they align with the schedule and budget.
- Troubleshoot and resolve issues that arise during production.
- Ensure compliance with safety regulations and industry standards.
- Manage and track the use of equipment and resources.

Unit Production Manager

Jackpot Pictures, LLC Freelance 2022

- Liaise with external partners, such as networks, sponsors, and talent agencies.
- Ensure effective communication between all parties involved in the production.
- Address and resolve any conflicts or issues that may arise during the production process.
- Coordinated all aspects of production.

Cinema Schedule Publisher

The Boxoffice Company Freelance 2018-2019

- Achieved target key performance indicators on a weekly basis
- Coordinated with major film distribution studios to gather publishing times for first-run movie theater releases across the domestic and international box offices.
- Directly contributed to generating $659 million worth of ticket sales for exhibitor clients through our showtime URLs in 2019.

Talent Manager

Creation Entertainment Freelance 2016-2019

- Provided executive staff and talent with support for the CW Network talent during press conferences, media appearances, and network marketing meetings.
- Developed and implemented daily call sheets and scheduling for all aspects of appearances.

SILVANA KOKKOROS

REGISTERED NURSE, BSN, MEMBER, BILINGUAL

CT RN LICENSE #68191

A seasoned Registered Nurse (RN) with over 40 years of experience in diverse clinical settings. Expertise in providing individualized care to students with disabilities, developing healthcare plans, and collaborating with multidisciplinary teams. Strong leadership background in administration, policy development, and staff management. Skilled in both California and Connecticut healthcare systems, with a focus on improving patient outcomes and promoting wellness.

PROFESSIONAL EXPERIENCE

Chief Executive Officer/Director of Clinical Operations **Jan 2022- Present**
Pro Med Staff, LLC

- Oversee all operations of a nurse staffing agency, including client relations, recruitment, and contract management.
- Ensure compliance with healthcare regulations, staffing requirements, and quality standards.
- Lead strategic planning and business development initiatives to enhance service offerings and improve patient care.
- Maintain partnerships with healthcare facilities to deliver high-quality staffing solutions.

Administrator, Director of Clinical Services **Feb 2018- Present**
Home Health Speciality Services, Inc.

- Managed clinical operations for a home health agency, overseeing patient care, nursing staff, and scheduling.
- Led clinical team through disaster operations during COVID-19.
- Developed patient care plans for individuals with chronic conditions, disabilities, and complex medical needs.
- Conducted in-home assessments and coordinated care with physicians, therapists, and family members to ensure quality outcomes.
- Trained and supervised nursing staff on best practices, compliance, and patient care protocols.

Registered Nurse **August 1995-Present**
Various institutions in California and Connecticut

- Delivered high-quality nursing care in various settings, including hospitals, outpatient clinics, and home care.
- Assessed patient health status, documented medical histories, and provided nursing interventions as part of a comprehensive care team.
- Educated patients and families on healthcare management, including disease prevention, nutrition, and self-care strategies.
- Assisted in patient discharge planning, ensuring follow-up care and necessary community resources.

SKILLS

- Native Spanish speaker with expert-level proficiency in English
- Medication Administration & Treatment Management
- Healthcare Management & Leadership
- Policy & Procedure Development
- Clinical Documentation & Compliance
- Individualized Healthcare Plans (IEP & 504 Plans)

State of Connecticut

Lookup Detail View

Name

Name
SILVANA C KOKKOROS

License Information

License Information

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Registered Nurse	68191	09/30/2025	02/28/2002	Silvana C. Kokkoros	ACTIVE	CURRENT	None

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Nicole Lavin, RN, MSN

CT License #: E57535

Registered Nurse (RN) – Administrator & Field RN

Experienced and compassionate Registered Nurse with 33 years of clinical expertise, including more than 8 years focused on pediatric private duty nursing and transitional care. Currently serving as both Administrator and Field RN, with a strong background in managing medically fragile children in school settings. Proven ability to lead care teams, develop transition plans, and respond swiftly as a float/backup nurse.

Licensure & Certifications

- Connecticut Registered Nurse – License #E57535
- Master of Science in Nursing (MSN)
- CPR & First Aid Certified
- Medication Administration Certified

Professional Summary

- Over 20 years of RN experience with diverse patient populations
- 8+ years in pediatric private duty and transitional care nursing
- Experienced administrator and field RN, with leadership in care operations
- Direct experience providing nursing services to medically fragile children aged 5–17
- Specialized in respiratory care, including tracheostomy and chronic airway management
- Effective communicator and collaborative care coordinator

Clinical & Administrative Experience

Administrator & Field RN (Float/Backup) – Pediatric Home and School-Based Care

Various Assignments – Connecticut

- Provide oversight and support for agency operations and field staff
- Deliver nursing care to pediatric clients with complex respiratory conditions
- Develop and implement transitional care plans for medically fragile children
- Serve as a float/backup RN across multiple school sites
- Ensure compliance with care plans, IEPs, and DPH regulations
- Facilitate communication between families, school staff, and clinical teams

Education

Master of Science in Nursing (MSN)

Graduation Date: 1991

Core Skills

- Pediatric Nursing & Transitional Care
- School-Based Nursing
- Tracheostomy & Respiratory Support
- Care Team Leadership
- Staff Oversight & Supervision
- Float/Backup Nursing Coverage
- Regulatory Compliance
- Family & School Communication

Administrator – Equinox Home Care, LLC

Stratford, Connecticut

2020 – Present

- Lead administrator overseeing all aspects of agency operations and compliance
- Manage staffing, patient care coordination, and regulatory documentation
- Ensure adherence to Connecticut DPH and CMS requirements
- Support field nursing staff through direct supervision and training initiatives
- Promote continuity of care, patient safety, and quality outcomes across services

State of Connecticut

Lookup Detail View

Name

Name
NICOLE M LAVIN

License Information

License Information

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Registered Nurse	E57535	06/30/2026	06/23/1995	Nicole M. Lavin	ACTIVE	CURRENT	None

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PETER KOKKOROS

MONROE, CT 06468 (203) 895-5030 DRCAP5@AOL.COM

Efficient Psychiatric Registered Nurse with 18 years of experience. Successful at providing fast and accurate assessments and working calmly under pressure. Collaborate effectively with doctors to maintain top notch healthcare practices.

EXPERIENCE

PER DIEM REGISTERED NURSE, DEPARTMENT OF CORRECTIONS NEWTOWN, CT
JULY 2018 - DECEMBER 2019

- Respond to emergency situations with speed, expertise, and a level-headed approach providing optimal care and life-savings interventions.
- Administer various medications and therapies.
- Monitor and record condition, vitals, recovery progress, and medication side effects.
- Communicate with primary care physicians or emergency care providers to relay patient needs.

REGISTERED NURSE, ST. VINCENT'S BEHAVIORAL HEALTH WESTPORT, CT
SEPTEMBER 2010 – PRESENT

- Administer oral, intramuscular, and IV medications and monitor responses.
- Utilize pharmacological and non-pharmacological modalities to treat various disorders, diseases, and injuries.
- Assess patients in active drug and alcohol withdrawal and provide interventions to manage physical and psychological symptoms.
- Monitor and educate nursing students and externs on proper care procedures and prioritization strategies.
- Supervise ancillary staff of 3 nurses including scheduling shifts, delegating tasks, and monitoring quality of care.
- Observe and record patient condition, vital signs, recovery process, and medication side effects.

REGISTERED NURSE, UCONN HEALTH FARMINGTON, CT
APRIL 2011 – OCTOBER 2011

- Conducted patient assessments and diagnostic tests to provide physicians with pertinent patient health information used to create concise treatment plans and manage ongoing care.
- Assessed patients in active drug and alcohol withdrawal and provide interventions to manage physical and psychological symptoms.
- Observed and record patient condition, vital signs, recovery process, and medication side effects.

REGISTERED NURSE, UCONN HEALTH/CMHC FARMINGTON, CT
MAY 2009 – APRIL 2011

- Monitored and recorded patient condition, vital signs, recovery progress, and medication side effects.
- Assessed patients in active drug and alcohol withdrawal and provide interventions to manage physical and psychological symptoms.

- Administered oral and intramuscular medications and monitored responses.
- Used facility EMR system to update patient records, transmit prescriptions, and transfer files.
- Collected lab specimens, ordered diagnostic tests, and interpreted lab results.

REGISTERED NURSE, BRIDGEPORT HOSPITAL BRIDGEPORT, CT
JANUARY 2007 – SEPTEMBER 2010

- Administered oral, intramuscular, and IV medications and monitored responses.
- Collaborated with physicians on patient medications, medical needs, and performance.
- Developed patient care plans, including overall patient health assessments and evaluations.
- Conferred with physicians during medical rounds, updated treatment plans, and provided plan of care to patient and authorized family members.
- Administered medications and treatment plans in accordance with physician orders.

EDUCATION

HOUSATONIC COMMUNITY COLLEGE BRIDGEPORT, CT
2004-2005

- Nursing Pre/Co Requisites

BRIDGEPORT HOSPITAL SCHOOL OF NURSING BRIDGEPORT, CT
2006

- Certificate Program

SKILLS AND ACCOMPLISHMENTS

- Presented with "Preservation of Life" award.
- Emotional awareness and acute cultural sensitivity.
- Phlebotomy and Infectious Disease Control.
- Removal of staples and stitches.
- Monitoring respiratory activity, blood pressure, and blood glucose level in response to medication administration.
- Psychiatric and mental healthcare.
- Patient Intake and Discharge.
- Monitoring and documenting vital signs.
- Basic Life Support Certification.
- Documentation, Reporting, and Collaboration skills.
- Cared for 8-60 patients during single shift.

State of Connecticut

Lookup Detail View

Name

Name
PETER M KOKKOROS

License Information

License Information

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Registered Nurse	80725	02/28/2026	01/11/2007	Peter M. Kokkoros	ACTIVE	CURRENT	None

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Carmen Kokkoros

Registered Nurse Supervisor | BLS Certified Instructor
ckokkoros@yahoo.com

PROFESSIONAL SUMMARY

Dedicated and compassionate Registered Nurse Supervisor with over 15 years of hands-on experience in the Pediatric Intensive Care Unit (PICU) and Emergency Department (ED). Highly skilled in providing critical care to pediatric patients, managing emergency situations, and leading multidisciplinary teams in fast-paced environments. Certified BLS Instructor with a strong commitment to education, staff development, and patient safety.

PROFESSIONAL EXPERIENCE

Registered Nurse Supervisor
Pro Med Staff, LLC
January 2022-Present

- Supervise and coordinate nursing activities in the PICU and ED, ensuring optimal patient care and smooth operations.
- Lead and mentor nursing staff, providing guidance on clinical procedures, best practices, and patient care protocols.
- Implement quality improvement initiatives and monitor compliance with safety standards.
- Collaborate with physicians, specialists, and support staff to develop and execute patient care plans.
- Manage staffing schedules and ensure adequate coverage for critical care situations.
- Provide training and in-service education to nursing staff, focusing on BLS, patient care techniques, and emergency protocols.

Registered Nurse, Pediatric ICU
Montefiore Medical Center, Queens, NY
January 2016-September 2021

- Delivered comprehensive nursing care to critically ill pediatric patients, including ventilator management, medication administration, and wound care.
- Worked closely with pediatric intensivists, respiratory therapists, and social workers to create and implement individualized care plans.
- Provided support to families, explaining care procedures and offering emotional support during difficult times.
- Ensured timely documentation of patient conditions, treatments, and progress.

Registered Nurse, Emergency Department
Yale New Haven Health- Greenwich Hospital and Yale New Haven
June 2014-Present

- Provided immediate and efficient care in high-pressure emergency situations, including trauma, cardiac events, and pediatric emergencies.
- Assessed, triaged, and stabilized patients with varying degrees of acuity.
- Collaborated with the multidisciplinary team to perform critical interventions and ensure proper patient flow through the ED.
- Administered medications, performed procedures, and monitored patients' progress.

CERTIFICATIONS AND TRAINING

- **Registered Nurse** – 2014-Presenr CT License #119084
- **BLS Certified Instructor** – 2014- Present– American Red Cross
- **Licensed Practical Nurse**- 2011-2014 CT License #36301 (Inactive- became RN)

EDUCATION

Bachelor of Science in Nursing (BSN)
Bridgeport Hospital School of Nursing
2013

Licensed Practical Nurse (LPN)
Licoln Technical Institute
2010

SKILLS AND STRENGTHS

- Pediatric and Adult Critical Care
- Emergency Care and Trauma Response
- Team Leadership and Staff Supervision
- Patient and Family Education
- BLS and CPR Training
- Strong Communication and Interpersonal Skills
- Time Management and Prioritization
- Patient Advocacy and Support

State of Connecticut

Lookup Detail View

Name

Name
CARMEN E KOKKOROS

License Information

License Information

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Registered Nurse	119084	04/30/2026	05/30/2014	CARMEN E KOKKOROS	ACTIVE	CURRENT	None

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Lori Alterio, RN

CT License #: E56494

Email: alterioloril@gmail.com · Connecticut

Registered Nurse (RN) – Supervisor of Clinical Services & Field RN

Dedicated and results-driven Registered Nurse with over 20 years of experience in both direct patient care and clinical leadership. Demonstrated expertise in pediatric private duty nursing, transitional care planning, and nursing supervision. Known for driving quality outcomes, ensuring regulatory compliance, and supporting medically fragile children in both home and school settings.

Licensure & Certifications

- Connecticut Registered Nurse – License #E56494

- CPR & First Aid Certified

- Medication Administration Certified

Professional Summary

- 20+ years of experience in nursing, including both clinical and administrative roles
- 8+ years of pediatric private duty nursing and transitional care planning
- Supervisor of Clinical Services at Equinox Home Care since 2019
- Serves as Field RN (Float/Backup) supporting complex pediatric clients
- Committed to maintaining the highest standards of care and team collaboration

Clinical & Administrative Experience

Supervisor of Clinical Services – Equinox Home Care, LLC

Stratford, Connecticut

2019 – Present

- Lead oversight of clinical operations and nursing personnel across home and school settings
- Deliver direct care to pediatric clients as a float/backup RN
- Develop individualized care plans and ensure regulatory compliance with DPH and CMS
- Supervise staff nurses, coordinate training, and evaluate clinical performance
- Serve as primary liaison between clinical teams, administrative leadership, and external stakeholders
- Promote quality assurance and continuous improvement in service delivery

Education

Registered Nurse Program

Core Skills

- Pediatric Nursing & Transitional Care
- Clinical Supervision & Team Leadership
- Float/Backup RN Services
- Regulatory Compliance (DPH, CMS)
- Quality Assurance & Improvement
- Staff Training & Support
- Documentation & Plan of Care Development
- Interdisciplinary Communication

State of Connecticut

Lookup Detail View

Name

Name
LORI Lynn ALTERIO

License Information

License Information

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Registered Nurse	E56494	07/31/2025	03/18/1994	LORI Lynn ALTERIO	ACTIVE	CURRENT	None

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Tiona Stewart, LPN

CT License #: 11.038404

- Pediatric Nursing
- Infirmary and Religious-Based Care
- Feeding Tube & Suctioning Management
- Allergy Emergency Response
- Individualized Care Plans
- Medication Administration
- Clinical Documentation
- Interdisciplinary Communication

Licensed Practical Nurse (LPN)

Dedicated and skilled Licensed Practical Nurse with 12 years of clinical experience, including 3 years of specialized pediatric and faith-based infirmary care. Demonstrated expertise in managing medically complex patients, including those with feeding tubes, suction needs, and severe allergies requiring emergency protocols. Compassionate and reliable, with a strong commitment to individualized patient care.

Licensure & Certifications

- Connecticut Licensed Practical Nurse – License #11.038404, CPR & First Aid Certified, Medication Administration Certified

Professional Summary

- 12 years of LPN experience across diverse care settings
- 3 years of dedicated service in pediatric and religious-based infirmary environments
- Proficient in tube feeding, suctioning, and emergency allergy protocols
- Known for providing compassionate, high-quality care in 1:1 setting
- Strong collaborator with families and interdisciplinary teams

Clinical Experience

1:1 LPN – Pediatric and Infirmary-Based Care

- Delivered direct care to pediatric clients and residents of faith-based infirmaries
- Managed enteral feeding and performed routine suctioning procedures
- Administered medications and monitored patients for allergic reactions
- Implemented emergency response plans for severe allergy incidents
- Maintained detailed documentation and ensured continuity of care across care environments

State of Connecticut

Lookup Detail View

Name

Name
TIONA A STEWART

License Information

License Information

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Licensed Practical Nurse	38404	09/30/2025	11/06/2013	TIONA A STEWART	ACTIVE	CURRENT	NONE

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Juliette Jean Baptiste, LPN

CT License #: 43586
Phone: (347) 456-3920 · Email: baptistejb@yahoo.com · Location: Stratford, CT

Licensed Practical Nurse (LPN)
Compassionate and dedicated Licensed Practical Nurse with experience providing one-on-one care to pediatric clients in both home and school environments. Skilled in managing chronic conditions including diabetes and seizure disorders, and in collaborating effectively with families, school personnel, and interdisciplinary healthcare teams.

Licensure & Certifications
- Connecticut Licensed Practical Nurse License #43586
- CPR & First Aid Certified
- Medication Administration Certified

Professional Summary
- Graduate of Lincoln Technical Institute's Practical Nursing Program
- Proven track record as a 1:1 LPN in pediatric settings
- Experienced in managing complex medical needs, including glucose monitoring and seizure protocol implementation
- Collaborative and communicative, with strong documentation and coordination skills
- Committed to maintaining a safe, nurturing, and compliant care environment

Clinical Experience
1:1 LPN – Pediatric Home and School-Based Care
Various Assignments – Connecticut
Dates: 2022-Presnt

Provided individualized care to pediatric clients with diabetes and seizure disorders
- Administered medications, monitored vitals, and implemented emergency protocols
- Coordinated closely with school nurses and educators to ensure continuity of care during academic hours
- Maintained accurate clinical documentation and care plans in compliance with DPH and school regulations
- Supported families with education and updates regarding health status and care routines

Education
Lincoln Technical Institute : Practical Nursing Program
Graduation Date: 2020

Core Skills
- Pediatric Nursing
- Seizure and Diabetic Care
- Medication Administration
- Individualized Care Planning
- Emergency Response
- School-Based Collaboration
- Patient and Family Communication
- Medical Documentation

State of Connecticut

Lookup Detail View

Name

Name
JULIETTE JEANBAPTISTE

License Information

License Information

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Licensed Practical Nurse	43586	10/31/2025	02/09/2021	JULIETTE JEANBAPTISTE	ACTIVE	CURRENT	None

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Dominique Sharell Williams, LPN

#: 11.044007

Phone: 203-738-1990 · Email: dominqueshlpn@yahoo.com ·

Licensed Practical Nurse (LPN)

Experienced and dependable Licensed Practical Nurse specializing in pediatric care, with a strong focus on chronic respiratory conditions. For the past four years, Dominique has served as a trusted alternate and on-call nurse, delivering high-quality care to children with complex medical needs. Skilled in tracheostomy suctioning, nebulizer treatments, and seamless coordination between families, school staff, and clinical leadership.

Licensure & Certifications

- Connecticut Licensed Practical Nurse – License #11.044007
- CPR & First Aid Certified
- Medication Administration Certified

Professional Summary

- 4 years of continuous pediatric case assignments
- Expert in chronic respiratory management including tracheostomy suctioning and nebulizer use
- Proven ability to maintain IEP-compliant documentation and family communication logs
- Strong liaison between educational teams and RN leadership for consistent, high-quality care
- Reliable and responsive in alternate/on-call nurse roles

Clinical Experience

Pediatric Respiratory Care
Tracheostomy Suctioning
Nebulizer Treatment Administration
IEP-Compliant Documentation
Family & School Communication
On-Call Responsiveness
Care Coordination
Team Collaboration

- Provided skilled nursing care to children with tracheostomies and chronic respiratory needs
- Administered daily nebulizer treatments and managed airway care
- Completed timely and accurate documentation for IEP compliance
- Maintained detailed communication logs for families and school staff
- Fostered continuous dialogue with school personnel and RN supervisors to ensure uninterrupted care and accountability

State of Connecticut

Lookup Detail View

Name

Name
DOMINIQUE SHARELL WILLIAMS

License Information

License Information

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Licensed Practical Nurse	44007	07/31/2025	10/22/2021	DOMINIQUE SHARELL WILLIAMS	ACTIVE	CURRENT	None

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REQUEST FOR PROPOSAL #8448
BY THE CITY OF WATERBURY HEALTH DEPARTMENT
Individualized Nursing Services for Students
with Complex Medical Needs
Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. 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 claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	$1,000,000 each Occurrence $2,000,000 General Aggregate $2,000,000 Products/ Completed Operations Aggregate
Auto Liability:	$1,000,000 Combined Single Limit each Accident Any Auto, All Owned and Hired Autos
Workers Compensation:	WC Statutory Limits Employer Liability (EL) $1,000,000 EL each Accident $1,000,000 EL Disease each Employee $1,000,000 EL Disease Policy Limits
Excess/Umbrella Liability:	$1,000,000 each Occurrence $1,000,000 Aggregate
Professional Liability/E&O:	$1,000,000 each Wrongful Act $1,000,000 Aggregate
Abuse/Molestation Liability:	$1,000,000 each Occurrence $1,000,000 Aggregate (Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

REVISED COST PROPOSAL V.1 6/2/25

CONFIDENTIAL: COST PROPOSAL

Equinox Home Care, LLC HHC.9915760
RFP #8448
Individualized Nursing Services for Students with Complex Medical Needs
City of Waterbury Health Department
Hourly Rates (All-Inclusive for 2025–2028 Contract Term)

6/2/25

ORIGINAL: STRICKEN **REVISED: IN GREEN**

Service Type	Hourly Rate (RN)	Hourly Rate (LPN)
In-School Nursing Services	~~$69.00~~ $68.00	~~$59.00~~ $58.00
Transit to/from School (Student Accompaniment)	~~$69.00~~ $68.00	~~$59.00~~ $58.00

Work Plan Cost Breakdown Per Student/Weekly (Sample Scenario with LPN covering shift)
(Based on 8-hour school day, 5 days/week)

Work Plan Element	Assigned Staff	Estimated Hours/Week	Hourly Rate	Total Cost/Week
In-School Nursing Services (1:1)	LPN	40 hours	$58.00 ~~$59.00~~	$2,320.00 ~~$2,360.00~~
Transit Services (if applicable)	LPN	10 hours	$58.00 ~~$59.00~~	$580.00 ~~$590.00~~
RN Supervision (included in LPN rate)	RN	N/A	N/A	Included
Scheduling and Admin (indirect)	Internal Admin	N/A	N/A	Included

Work Plan Cost Breakdown Per Student/Weekly (Sample Scenario with RN covering shift)
(Based on 8-hour school day, 5 days/week)

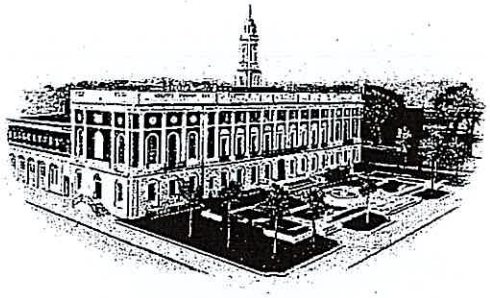
Work Plan Element	**Assigned Staff**	**Estimated Hours/Week**	**Hourly Rate**	**Total Weekly Cost**
In-School Nursing Services (1:1)	RN	40 hours	$68.00 ~~$69.00~~	$2,720.00 ~~$2,760.00~~
Transit Services (if applicable)	RN	10 hours	$68.00 ~~$69.00~~	$680.00 ~~$690.00~~
Clinical Supervision	RN (self-managed)	N/A	Included	Included
Scheduling and Admin (indirect)	Internal Admin	N/A	Included	Included

Non-Personnel Costs (Included in Hourly Rates)

RN clinical supervision, Scheduling and case coordination, Liability insurance and administrative overhead, Staff credentialing, training, background checks, PPE, nursing bags, documentation materials, Electronic and written reporting/logs, Incident response planning and communication

Note: Actual costs may vary based on authorized student hours, school calendar, and district-specific service needs. Equinox Home Care, LLC is open to final scope negotiation as requested by the City.

MICHAEL LEBLANC
DIRECTOR OF FINANCE



PHONE: (203) 574-6840

OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Certification of Funds

Re: Education Department contract between the City of Waterbury and Equinox Home Care, LLC

This letter is to certify that, regarding the above referenced, proposed contract or purchase order, pursuant to City of Waterbury Ordinance 38.004(A)(1)(c), sufficient funds are included in the Education Budget of the General Fund for the 2025-2026 fiscal year and will be proposed for the 2026-2027 and 2027-2028 fiscal years in an aggregate amount not to exceed $3,089,772. The contract provides for a termination for non-appropriation.

Accounting Unit:	88510001
Account:	556056
Amount FY26-FY28:	$3,089,772
Description:	Individualized Nursing Services for Students with Complex Medical Needs
Source of Funds:	General Fund Appropriations for the Education Department

Signed: _____
Michael LeBlanc, Director of Finance

Date: 7-2-25
July 2, 2025

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: June 26th, 2025

From: Delinquent Tax Office

To: Nancy Bergmiller
Grant Coordinator. Dept. of Public Health

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **are not** delinquent for taxes, water or parking tickets.

Equinox Home Care
80 Ferry Boulevard, Suite 205
Stratford, CT 06615

If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

Nancy J Olson

Nancy J. Olson. CCMC
Interim Deputy Tax Collector
City of Waterbury

NO/adw

#6

DEPARTMENT OF PUBLIC HEALTH
THE CITY OF WATERBURY
CONNECTICUT

EXECUTIVE SUMMARY

To: Michael DiGiovancarlo, President of the Board of Aldermen
City of Waterbury Board of Aldermen
Juanita Hernandez, President of the Waterbury Board of Education
Waterbury Board of Education

CC: Mayor Paul K. Pernerewski Jr.
Superintendent Darren Schwartz

From: Aisling McGuckin, RN, MSN-MPH
Director of Health

Date: July 2, 2025

Re: CRT25-211: Amendment to existing contract with Community Health Centers Inc. (CHC) for the expansion of services at the Driggs Elementary School-based Health Center

The Waterbury Health Department (WHD) respectfully requests approval of the attached amendment to the October 5, 2022 contract between the City and Community Health Centers Inc. The amendment describes the expansion of services from the mobile dental services currently provided to the delivery of school-based behavioral health, dental care and medical services. CHC will continue to provide mobile dental, in addition to the expanded full service dental services, to allow for two dental patients to be seen simultaneously. The incorporation of the full scope of services was contemplated in the original contract but was contingent on the space being renovated. After the City of Waterbury applied for additional funds from the state to complete the renovation, the vendor agreed to expand services. The contract amendment represents no change to the original compensation to the vendor ($250,000 per year for four years) and will incur no additional cost to the city.

Background:

Pursuant to the October 5, 2022 agreement between the City and CHC, Waterbury Health Department (WHD) has been supporting two full-service school-based health centers at Crosby High School (HS) - Wallace Middle School (MS) and Wilby HS-North End MS since 2023. The services at Driggs Elementary have been mobile dental services and limited in nature. This contract amendment allows CHC to deliver the full range of services to the students at Driggs and surrounding schools.

Attached: City of Waterbury contract amendment for CHC to expand services at Driggs Elementary School

Amendment 1
to
Professional Services Agreement RFP No. 7346
for
School Based Health Center Services
between
The City of Waterbury, Connecticut
and
Community Health Center, Inc.

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and Community Health Center, Inc., (the "Consultant," "CHCI," or "Subcontractor"), with a principal place of business located at 635 Main Street, Middletown, CT 06457-2718, a State of Connecticut, duly registered Corporation (jointly the "Parties" to this Amendment).

WHEREAS, the parties hereto entered into a Professional Services Agreement RFP 7346 for School Based Health Services, executed by the Mayor of the City of Waterbury on October 5, 2022 ("Agreement"); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to remove the requirement that Consultant provide a mobile dental clinic at Driggs Elementary School and instead add Driggs Elementary School to the list of school-based health centers in which Consultant must provide comprehensive medical, behavioral, and dental services pursuant to the Agreement;

NOW THEREFORE, the parties hereby agree and covenant to amend the Agreement as follows:

1. Section 1.1of the Agreement shall be deleted in its entirety and replaced with the following language:

1.1 The Project consists of School Based Health Center ("SBHC") Services for the delivery of school-based primary care, behavioral and mental health, substance use disorder, vision and dental services to serve children in elementary, middle and high schools in Waterbury Public Schools in accordance with Connecticut Public Act 15-59. Consultant shall obtain a license for the school-based health care facility(ies) by January 1, 2023 or within four months of execution of this Agreement (or as otherwise agreed to between the Parties). Consultant shall establish (at a minimum) three school-based health centers providing comprehensive medical, behavioral, and dental services inside the school complexes that include Wilby High School/North End Middle School, Crosby High School/Wallace Middle School, and Driggs Elementary School, but shall also be able to serve the other multiple elementary schools in the vicinity. Consultant will also maintain one mobile dental clinic stationed at Driggs Elementary School. Consultant shall deliver culturally and linguistically appropriate services (CLAS) according to National CLAS standards; Consultant will work closely with and cooperate with the City and its departments and any employee responsible

for overseeing the administration of the DPH grant, contract administration, quality assurance and reporting requirements; Consultant shall have the capacity to provide telehealth visits if the need arises, provide for a predictable schedule for patient visits which shall include at least one (1) day per week with hours after school, until 6p.m., for patient appointments and as detailed in Attachment A. Additionally, Consultant commits to the eventual expansion of services including, but not limited to, working collaboratively with the City in exploring the expansion of SBHC services; Consultant shall maintain an open line of communication, and any change in the scope of services under this Agreement must be approved by the City; as is all further 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 the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

2. All other terms, conditions and provisions of the Agreement, including subsections 1.1.1 through 1.1.10, remain in full force and effect and binding upon the parties.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto executed this Amendment 1 on the dates indicated below.

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

Sign: Yvette Highsmith
Print name: Yvette Highsmith

Sign:
Print name: Melisa Alvarado,

COMMUNITY HEALTH CENTER, INC.

By:

Title: Margaret Flinter, Senior V.P./ Clinical Director

Date: 07/01/25

The City of Waterbury
MEMORANDUM

From: Delinquent Tax Office **Date 7/2/2025**

To: **Nancy Bergmiller- Grant Coordinator**
Public Health

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent***.

Community Health Center, Inc.
575 Main St., 2nd Fl.
Middletown, CT 06457

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Nancy J Olson

NJO/wmf

Nancy J. Olson, CCMC
Interim Deputy Tax Collector
City of Waterbury

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/2/2025

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

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

PRODUCER
MARSH USA, LLC.
20 CHURCH STREET, 8TH FLOOR
HARTFORD, CT 06103
Attn: Hartford.certrequest@marsh.com | Fax: 212-948-0186

CN102387780-COMM-15xs-24-25

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Liberty Mutual Fire Insurance Company	23035
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
COMMUNITY HEALTH CENTER, INC.
ATTN: SUZANNE LEMOINE
635 MAIN STREET
MIDDLETOWN, CT 06457

COVERAGES **CERTIFICATE NUMBER:** NYC-011548307-03 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6798533	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PDTS - COMP OPS	$ $ $ $ $ $ $	1,000,000 5,000 1,000,000 3,000,000 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-641-445675-035	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DED.	$ $ $ $ $	1,000,000 2,500
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB X CLAIMS-MADE DED RETENTION $			6798337 'Umbrella- Occur - General Liability' Excess-Claims Made-Prof-Retro7/1/13	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$ $ $	5,000,000 5,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EW2-64N-445675-025 SIR value for above: $500,000 WCC-641-445675-015	07/01/2025 07/01/2025	07/01/2026 07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	PROFESSIONAL LIABILITY			6798533 Claims Made-Retro Date 7/1/13	07/01/2025	07/01/2026	EACH MEDICAL INCIDENT AGGREGATE		1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage for services provided at the following locations -
Crosby High School
Wilby High School
Driggs Elementary School
Wallace Middle School
North End Middle School

CERTIFICATE HOLDER
City of Waterbury Board of Education
236 Grand Street #1
Waterbury, CT 06702

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marsh USA LLC

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#7

Early Start Waterbury

Executive Summary

DATE: July 3, 2025

TO: Honorable Board of Education

Honorable Board of Alderman

From: Krista Pisano, Early Start CT Liaison

I am respectfully requesting approval of an agreement with the State of Connecticut for funding of the Early Start Classrooms in Waterbury Public Schools.

Early Start CT is the new state-funded early care and education program launched on July 1, 2025. The Early Start system has replaced the former School Readiness program as the means through which State funds are distributed to early care and education providers, like the City, in high-need communities throughout the state. Through a request for application process, the State selected the City to receive such funds.

This agreement will provide the City $3,888,000.00 over two years for the provision of early care and education services. It will fund 360 spaces each year of the two-year agreement at no cost to the City.

Respectfully submitted,

Krista Pisano

Early Start CT Liaison

Original Contract #: 25OECESC01WAT
Amendment #:
Max. Contract: $ 3,888,000.00
Contract Contact Person: Paul K. Pernerewski, Jr.

STATE OF CONNECTICUT
PURCHASE OF SERVICE AGREEMENT
("POS", "Contract" and/or "contract")

The State of Connecticut **OFFICE OF EARLY CHILDHOOD**

Street: **450 COLUMBUS BOULEVARD, 3rd FLOOR**

City: **HARTFORD** **State:** **CT** **Zip:** **06103**

Tel#: **(860) 500-4412** **("Agency," "Department," and/or "OEC"), hereby enters into a Contract with:**

Contractor's Name: **CITY OF WATERBURY BOARD OF EDUCATION**

Street: **236 GRAND STREET**

City: **WATERBURY** **State:** **CT** **Zip:** **06702**

Tel#: **203-574-6712**

("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term/ Effective Date	This Contract is in effect from 07/01 / 2025 through 06/ 30 /2027.
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to P.A. 14-39 and §4-8, 4-98 as applicable, and 10-500 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	**STATE OF CONNECTICUT** **OFFICE OF EARLY CHILDHOOD** **450 COLUMBUS BOULEVARD** **HARTFORD, CT 06103** **Attention**: **Kimberly Paluska** **Email:** kim.paluska@ct.gov	If to the Contractor:	**CITY OF WATERBURY BOARD OF EDUCATION** **236 GRAND STREET** **WATERBURY, CT 06702** **Attention: Paul K. Pernerewski, Jr.** **Email:** mpernerewski@waterbury.org

A party may modify the addressee or address for Notices by providing fourteen (14) days prior written Notice to the other party. No formal amendment is required.

PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for **Early Start CT ("ESCT")** of the **Office of Early Childhood ("OEC")** and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget.

A. DEFINITIONS AND ACRONYMS.

In addition to the Definitions in Part II of this contract, the following terms are defined.

1. **Administrative Fee:** is funding earned by the Contractor for the administration of subcontracts to family child care homes, at the rate of ten percent (10%) of the contracted maximum value of space allocations subcontracted to family child care homes.

2. **Annual Contract Rate:** is the annual amount per child care space the OEC agrees to provide to the Contractor for each child enrolled in a space as listed in Part I, Section B.2, and in Part I, Section E.1.a.

3. **Care 4 Kids (C4K):** is the State of Connecticut subsidy program to support the child care needs of families.

4. **Categories of Child Care:** are categories in which spaces are provided by the Contractor for children (also referred to as "Clients") receiving services under this contract.

5. **ChartField:** is a State of Connecticut accounting code used by state agencies to assign specific values for expenditure.

6. **CHEFA:** is the Connecticut Health and Educational Facilities Authority.

7. **Connecticut Early Learning and Development Standards (CT ELDS**): is a written document, published by the OEC, available to educators and parents, which outlines the developmental and social and emotional skills and abilities of children from birth to age five (https://www.ctoec.org/supporting-child-development/ct-elds/).

8. **Contract Term:**

9. **Cost of Living Adjustment (COLA):** is additional funding for a state fiscal year, provided by the State of Connecticut to Contractors for salaries and fringe benefits costs of contracted staff.

10. **CSDE:** is the State of Connecticut State Department of Education.

11. **CTsource:** is the State of Connecticut contracting portal.

12. **DCF:** is the State of Connecticut Department of Children and Families.

13. **DPH:** is the State of Connecticut Department of Public Health.

14. **Early Head Start:** is a program of the United States Department of Health and Human Services that follows the general Head Start model, with services tailored for the unique needs of infants and toddlers from birth up to age three (3).

15. **Early Care and Education (ECE) Reporter:** is the OEC online reporting system where state-funded child care programs submit child enrollment data and monthly reports.

16. **Enrolled:** is the status designated by the Contractor for a family eligible for program services to be included in utilization and payment determinations.

17. **Family:** is
    a. A parent(s), a parent's spouse and minor child(ren) who reside together. Additionally, a "parent" can be a person of majority age who has been legally granted "in loco parentis" status, or
    b. A child for who Temporary Family Assistance (TFA) is paid and who lives with a relative who does not receive TFA for themselves. Such a child shall be considered a family of one, or
    c. A child in foster care authorized by DCF. Such a child shall be considered a family of one.

18. **Family Child Care home:** a child care business, in a private family home, that provides child care for not more than six (6) children, including the provider's own children not in school full time, without the presence or assistance of an assistant or substitute staff member.

19. **FERPA**: is the Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g. https://www.govinfo.gov/link/uscode/20/1232g

20. **Head Start:** is a program of the United States Department of Health and Human Services that provides comprehensive early childhood education, health, nutrition, and parent involvement services to low-income children between three (3) and five (5) years of age and the children's families.

21. **Local Governance Partner (LGP):** is an entity, subcontracted by the LGP Intermediary, to assist OEC in the provision of early care and education in a community through P.A. 24-78 (S.B.14) Sec. 26(c) and 27. https://www.cga.ct.gov/2024/ACT/PA/PDF/2024PA-00078-R00SB-00014-PA.PDF

22. **LGP Intermediary:** is the entity responsible for executing contracts with LGP's and providing oversight and coordination across ESCT child care programs.

23. **Minimum 85% Enrollment Threshold (Enrollment Threshold):** is a minimum threshold of at least eighty-five (85) percent enrolled contract spaces calculated by ECE Reporter using monthly utilization data at the site level.

24. **Monthly Report**: is an OEC document by which Contractors provide required data on a monthly schedule established and published by the OEC, including, but not limited to, the following: enrollment/attendance; percentage enrolled; reimbursement earned; and other required data including C4K participation.

25. **National Association for the Education of Young Children (NAEYC):** is a professional membership organization that works to promote high-quality early learning for all young children, from birth through age eight (8), by connecting early childhood practice, policy, and research.

26. **National Association for Family Child Care (NAFCC):** is a nationwide non-profit organization dedicated to promoting high quality child care by strengthening the profession of family child care.

27. **OEC General Policies:** are the most current written requirements, amended from time to time, for the implementation and administration of Early Start CT published by the OEC and posted on the OEC's website (www.ctoec.org/general-policies/).

28. **Parent:** is a person or persons with whom a child resides, who is the child's parent(s) by blood, marriage or adoption, or who acts or is legally designated to act "in loco parentis".

29. **Private Provider Payment:** is funding, pursuant to State of Connecticut Public Act 23-204, Sec. 41, (b)(22), to provide support for Private Providers for recurring operating expenses reasonably attributed to the delivery of contractual services.

30. **Report Period:** is a schedule, established annually by the OEC, for the reporting of financial and enrollment information.

31. **Residing** or **Reside:** is living with, including taking meals together and sleeping in the same residence.

32. **SFY:** is State Fiscal Year, spanning the period of July 1st through and including June 30th.

33. **State Head Start:** is the program established in ESCT legislation for Head Start/Early Head Start grant recipients and/or delegate agencies to apply for competitive contracts to create new and/or expanded day programming for Federal Head Start/Early Head Start children and families.

B. DESCRIPTION OF SERVICES/CONTRACTOR RESPONSIBILITIES.

1. The Contractor shall utilize ESCT state funding to provide child care services for eligible children aged birth to twelve (12) years. In addition to age, eligibility is also based upon family income, residency, and the parent(s) employment. The Contractor shall determine eligibility in accordance with the OEC General Policies referenced in Part I, Section C.1.

2. **Contractor Eligibility.**

   a. The Contractor shall provide child care services at a child care facility(ies) which is (are) licensed to operate as a child care facility (ies) by the State of Connecticut and remain licensed throughout the term of the contract. If a facility has its child day care license revoked, the Contractor is required to notify OEC in writing within five (5) business days and funding for the spaces at the facility shall cease concurrent with the date of the revocation or other loss of license.
   b. The Contractor shall be either a municipality, preschool program, nonprofit organization, child care center, group child care home, family child care home, family resource center, Head Start/Early Head Start program, regional education service center, or local or regional board of education, as such terms are described in Conn. Gen. Stat. § 19a-77.
   c. The Contractor is required to notify the OEC in writing, within two (2) business days of any changes in status. Change in the Contractor's status as an elementary or secondary school, preschool program, nonprofit organization, child care center, group child care home, family child care home, family resource center, Head Start/Early Head Start program, regional education service center, or local or regional board of education shall result in the OEC's immediate termination of this contract.

3. **Categories of Child Care Services.**

   The Contractor shall provide child care services within the following categories:

Ages Served	Age Group	Space Type/ Care Level	Definition
6 weeks – 3 years	Infant/Toddler	Full-time Full year	Care for children from 6 weeks to 3 years of age that is provided for 35-50 hours per week
6 weeks – 3 years	Infant/Toddler	Half-time Full year	Care for children from 6 weeks to 3 years of age that is provided for 16-34 hours per week.
6 weeks – 3 years	Infant/Toddler	Quarter-time Full year	Care for children from 6 weeks to 3 years of age that is provided for 2-15 hours per week.
6 weeks – 3 years	Infant/Toddler	Full-time 10 Months	Care for children from 6 weeks to 3 years of age that is provided for 35-50 hours per week
6 weeks – 3 years	Infant/Toddler	Half-time 10 Months	Care for children from 6 weeks to 3 years of age that is provided for 16-34 hours per week.
6 weeks – 3 years	Infant/Toddler	Quarter-time 10 Months	Care for children from 6 weeks to 3 years of age that is provided for 2-15 hours per week.
3 years – 5 years*	Preschool	Full-time Full year	Care for children from 3 years to 5 years of age* that is provided for 35-50 hours per week.
3 years – 5 years*	Preschool	Half-time Full year	Care for children from 3 years to 5 years of age* that is provided for 16-34 hours per week.

3 years – 5 years*	Preschool	Quarter-time Full year	Care for children from 3 years to 5 years of age* that is provided for 2-15 hours per week.
3 years – 5 years*	Preschool	Full-time 10 Months	Care for children from 3 years to 5 years of age* that is provided for 35-50 hours per week.
3 years – 5 years*	Preschool	Half-time 10 Months	Care for children from 3 years to 5 years of age* that is provided for 16-34 hours per week.
3 years – 5 years*	Preschool	Quarter-time 10 Months	Care for children from 3 years to 5 years of age* that is provided for 2-15 hours per week.
Enrolled in Kindergarten – 12 years	School Age	Full-time	Care for children from 5 years of age and enrolled in kindergarten to 12 years of age that is provided for 35-50 hours per week when school is not in session, and 10-25 hours per week when school is in session.
Enrolled in Kindergarten – 12 years	School Age	Half-time	Care for children from 5 years of age and enrolled in kindergarten to 12 years of age that is provided for at least 10-25 hours per week when school is in session, 10 months per year.
Enrolled in Kindergarten – 12 years	School Age	Quarter-time	Care for children from 5 years of age and enrolled in kindergarten to 12 years of age that is provided for 35-50 hours per week when school is not in session, 2 months per year.

*Not enrolled in kindergarten.

4. **Prohibition of Space Funding by Multiple Entities.**

   a. The Contractor shall not allow the purchase of, or accept funding by, any other state or federal child care grantor contract for full-time child care spaces identified in Part I, Section B.2., including, but not limited to, the following grantors:
      i. The Federal Head Start/Early Head Start program;
      ii. CSDE's Family Resource Center programs; and
      iii. Child care grantor contract programs of DCF.
   b. The OEC Commissioner shall have the sole discretion to waive this provision and reserves the right to waive this provision, upon written request of the Contractor.
      i. The request must be submitted in writing to the OEC and, at a minimum, must identify the child care grant or contract program that the Contractor proposes will purchase or otherwise fund the child care spaces identified in Part I, Section B.2. of this contract, the manner in which the combined funding will be used to support a comprehensive program model, and a full budget detailing the use of the combined funding sources.
      ii. OEC shall notify the Contractor of the disposition of the application in writing within thirty (30) days of receipt of the Contractor's application. If the request is approved, notification to the Contractor shall identify the amount, if any, of the purchase or other funded program's funds that shall be included in the Contractor's Annual Contract Rate.

5. **Vacancies.**

   The Contractor shall list its state-supported vacant, eligible child care spaces with United Way of Connecticut, Inc., the state's resource and referral Contractor, to provide referral services to Connecticut families requiring child care. Vacancy information shall identify space type and care level and be provided within one (1) week of the vacancy becoming available if not filled through the program's waiting list.

C. PROGRAM ADMINISTRATION.

1. Throughout the term of this contract, the Contractor shall operate the Program in accordance with the OEC General Policies, described in Part I, Section A.27., provided by the OEC's Early Care and Education Division, updated from time to time, and published on the OEC Website https://www.ctoec.org/general-policies/

2. To the extent that FERPA provides greater privacy protections and obligations than provided for elsewhere in this contract, such FERPA privacy protections and obligations are hereby incorporated by reference into this Contract as a compliance requirement of the Contractor.

3. The Contractor shall develop and maintain policies relative to personnel including, but not limited to, employee hiring, work hours, benefits, performance evaluation, professional development, and workplace conduct. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and made available to the OEC as requested by the OEC, its representatives, and its agents. The Contractor shall submit a copy of its personnel policies to the OEC, if requested, within ten (10) calendar days of receipt of such request.

4. **Notification of Changes in Personnel.** The Contractor shall notify the OEC in writing within fourteen (14) calendar days whenever the Contractor intends to make or undergo changes in the following personnel:

   a. Agency Director (e.g., Executive Director, President, CEO, Board President); and
   b. Primary Fiscal contact, and/or Agency Signatory.

D. QUALITY ASSURANCE.

1. The Contractor shall use curriculum and child assessments in their facilities that align to the CT ELDS, as published on the OEC Website (and shall comply with all Quality Assurance requirements as updated from time to time in the ESCT General Policies.

2. The Contractor shall allow the OEC access to the child care facilities herein defined and to the Contractor's business offices, if different, during business hours, and shall provide to the OEC copies, within five (5) business days of request, any requested record that is material in the administration of this contract.

3. The Contractor shall authorize the OEC, throughout the term of this Contract, to access any and all information pertaining to the facilities providing the service(s) included in Part I, Section B.2. of this Contract with the following entities, their successors and assignees:

   a. LGP;
   b. LGP Intermediary;
   c. NAEYC;
   d. NAFCC;
   e. Head Start/Early Head Start;
   f. DPH; and
   g. DCF.

4. The Contractor shall participate in any evaluation program as directed by the OEC.

5. The Contractor shall comply with regulations adopted by the OEC or other agencies pursuant to the services provided under this Contract and, as applicable, require that all pertinent subcontractors comply as well.

6. The Contractor shall participate in all virtual, or in-person statewide meetings as scheduled by the OEC, and any other meetings at the request of the OEC in partnership with the LGPs that include topics related to compliance and performance management, which may include, but are not limited to, the following:

a. Reporting requirements;
b. Adherence to federal and state guidelines;
c. Expenditure tracking;
d. Payment processing;
e. Training needs;
f. Analysis of progress on key deliverables;
g. Reactive project troubleshooting; and
h. Systems improvement.

7. The Contractor shall participate in all OEC technical assistance meetings, either in-person or virtually, as the OEC deems appropriate, to enhance program operations.

8. **Contractor Performance Evaluations.** The OEC shall submit contractor performance ratings based on the following criteria: Quality, Timeliness, Responsiveness, and Compliance. Evaluations shall be completed upon the expiration of the contract and entered in CTsource.

E. BUDGET AND PAYMENT PROVISIONS.

1. **Budget.** The Contractor agrees to utilize OEC funds in accordance with the budget contained herein.

   a. The Contractor shall receive a maximum payment of **$ 3,888,000.00** for performance under this contract.

Fund	SID	Dept	Project	Bud Ref	Program	Account	ChartField	Amount
11000	16274	OEC64845	OEC*7	State-Funded Slots	83032	51290	CF 2: OEC00020 Infant/Tod	$ 0.00
11000	16274	OEC64845	OEC*7	State-Funded Slots	83032	51290	CF2: OEC00021 Preschool	$ 3,888,000.00
11000	16274	OEC64845	OEC*7	State-Funded Slots	83032	51290	CF2: OEC00022 School Age	$ 0.00
11000	16274	OEC64845	OEC*7	Admin (FCC)	83032	51290	CF2: OEC00011	$ 0.00
11000	16274	OEC64845	OEC*7	Private Provider Payment	83032	51290	CF2: OEC00017	$ 0.00
11000	16101	OEC64845	OEC*7	State Head Start	83032	51290	CF1: 170104	$ 0.00
11000	16101	OEC64845	OEC*7	SHS PQ	83032	51290	CF1: 170106	$ 0.00

SFY 2026

# Spaces	Categories of Care	Annual Contract Rate	ChartField	Total Annual Amount
0	Full-time Infant/Toddler care (Full year)	$13,500.00	CF2: OEC00020	$ 0.00
0	Half-time Infant/Toddler care (Full year)	$9,300.00	CF2: OEC00020	$ 0.00
0	Quarter-time Infant/Toddler care (Full year)	$4,800.00	CF2: OEC00020	$ 0.00
0	Full-time Infant/Toddler care (10 Months)	$11,250.00	CF2: OEC00020	$ 0.00
0	Half-time Infant/Toddler care (10 Months)	$7,750.00	CF2: OEC00020	$ 0.00
0	Quarter-time Infant/Toddler care (10 Months)	$4,000.00	CF2: OEC00020	$ 0.00
0	Full-time Preschool care (Full year)	$10,500.00	CF2: OEC00021	$ 0.00
0	Half-time Preschool care (Full year)	$7,200.00	CF2: OEC00021	$ 0.00
0	Quarter-time Preschool care (Full year)	$3,600.00	CF2: OEC00021	$ 0.00
0	Full-time Preschool care (10 Months)	$8,750.00	CF2: OEC00021	$ 0.00
288	Half-time Preschool care (10 Months)	$6,000.00	CF2: OEC00021	$ 1,728,000.00

72	Quarter-time Preschool care (10 Months)	$3,000.00	CF2: OEC00021	$ 216,000.00
0	Full-time School Age care (Hybrid space)	$4,125.00	CF2: OEC00022	$ 0.00
0	Half-time School Age care (10 Months)	$2,700.00	CF2: OEC00022	$ 0.00
0	Quarter-time School Age care (2 Months)	$1,150.00	CF2: OEC00022	$ 0.00
	Total Amount for Child Care Spaces			**$ 1,944,000.00**
	State Head Start Funding – Child Care Spaces			**$ 0.00**
	State Head Start Funding – Program Quality			**$ 0.00**
	Private Provider Payment			**$ 0.00**
	Cost of Living Adjustment (COLA)			**N/A**
	10% Administrative Fee			**$ 0.00**
	Total Child Care Funding			**$ 1,944,000.00**

SFY 2027

# Spaces	Categories of Care	Annual Contract Rate	ChartField	Total Annual Amount
0	Full-time Infant/Toddler care (Full year)	$13,500.00	CF2: OEC00020	$ 0.00
0	Half-time Infant/Toddler care (Full year)	$9,300.00	CF2: OEC00020	$ 0.00
0	Quarter-time Infant/Toddler care (Full year)	$4,800.00	CF2: OEC00020	$ 0.00

0	Full-time Infant/Toddler care (10 Months)	$11,250.00	CF2: OEC00020	$ 0.00
0	Half-time Infant/Toddler care (10 Months)	$7,750.00	CF2: OEC00020	$ 0.00
0	Quarter-time Infant/Toddler care (10 Months)	$4,000.00	CF2: OEC00020	$ 0.00
0	Full-time Preschool care (Full year)	$10,500.00	CF2: OEC00021	$ 0.00
0	Half-time Preschool care (Full year)	$7,200.00	CF2: OEC00021	$ 0.00
0	Quarter-time Preschool care (Full year)	$3,600.00	CF2: OEC00021	$ 0.00
0	Full-time Preschool care (10 Months)	$8,750.00	CF2: OEC00021	$ 0.00
288	Half-time Preschool care (10 Months)	$6,000.00	CF2: OEC00021	$ 1,728,000.00
72	Quarter-time Preschool care (10 Months)	$3,000.00	CF2: OEC00021	$ 216,000.00
0	Full-time School Age care (Hybrid space)	$4,125.00	CF2: OEC00022	$ 0.00
0	Half-time School Age care (10 Months)	$2,700.00	CF2: OEC00022	$ 0.00
0	Quarter-time School Age care (2 Months)	$1,150.00	CF2: OEC00022	$ 0.00

	Total Amount for Child Care Spaces			**$ 1,944,000.00**
	State Head Start Funding – Child Care Spaces			**$ 0.00**
	State Head Start Funding – Program Quality			**$ 0.00**
	Private Provider Payment			**$ 0.00**
	Cost of Living Adjustment (COLA)			**N/A**
	10% Administrative Fee			**$ 0.00**
	Total Child Care Funding			**$ 1,944,000.00**

b. The OEC may reduce the amount of this contract based on the number of children enrolled during each report period of this contract. The final amounts of this contract shall be determined by the number of children enrolled in each reporting period throughout the term of the contract, as established at time of audit and availability of funds. If more than ten (10) percent of the spaces allocated within this contract are unutilized for a period of three (3) or more months, the OEC reserves the right to amend the contracted funding amount and reallocate funding for these spaces to another existing ESCT Contractor based upon community needs.

2. **Payment Procedures.**

a. The Contractor shall receive quarterly payments, subject to the monthly enrollment and attendance for a minimum of one day in each report period, of eligible children in spaces contracted for as defined in Part I, Section E.1, of this contract, and as reported to the OEC. Payments shall be made on either a per child or Enrollment Threshold basis, as defined in Part I, Section A.23.

b. Funds shall be released based on submission by the Contractor, and approval by the OEC, of monthly utilization reports, programmatic reports, the availability of funds, and the Contractor's compliance with the terms of the contract.

3. **Payment Schedule.**

a. **Child Care Services Payments.** The OEC shall make payments up to a maximum amount of **$ 3,888,000.00** for Child Care Services as described in Part I, Section E.1, delivered during the Contract term on the following schedule:

i. An initial payment not to exceed **$ 486,000.00** shall be made upon execution of the contract by both parties; and

ii. Subsequent payments not to exceed **$ 486,000.00** per payment shall be made on a calendar quarterly basis, subject to OEC receipt and approval of reports due.

4. **CHEFA Intercepts.**

a. The Contractor agrees that the OEC may offset payments on this contract based on binding agreements with financial institutions or state agencies including, but not limited to, CHEFA loans.

5. **Budget Variance.**

i. The Contractor may request in writing that the OEC approve the conversion of space type, within the program's licensed capacity, of preschool, school-age spaces, and infant toddler spaces. Requests shall be

made in writing to the OEC's designated contact person prior to the 15th of the month (preceding the start date for the change).

ii. Requests shall not increase the total contract value.

iii. Only one (1) space conversion request shall be approved per State Fiscal Year.

The OEC shall provide approval of space changes in writing. A conversion of ten (10) or fewer spaces during the contract period shall not require a contract amendment. A change in the number of hours (full-time, half-time, quarter time) within the same space type (preschool, school-age, infant toddler) is permissible and does not constitute a conversion.

6. **Reconciliations.**

a. The OEC shall perform financial reconciliations based upon space utilization by the Contractor on a frequency basis to be determined by the OEC but not less than annually. This reconciliation shall be used to verify that funding paid to the Contractor was utilized for filled spaces either on a per space or Enrollment Threshold basis, as applicable, as submitted to the OEC by the Contractor on their Monthly Reports via ECE Reporter.

b. **Overpayments.**

i. If any reconciliation determines that the funds paid during the reconciliation period exceed the funds earned through reported utilization, the Contractor shall be determined to be overpaid for the reconciled period.

ii. At the discretion of OEC, overpayment of funds received by the Contractor shall either be recouped through a reduction to future payments to the Contractor or be returned to the OEC within thirty (30) days of the date of an OEC issued refund invoice, or earlier if the Contract is terminated.

7. **Unexpended Funds.**

a. Whenever the OEC determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by the OEC to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the OEC may utilize the final annual financial report to determine the existence and amount of unexpended funds.

b. Unexpended funds shall be identified by and returned to the OEC in the following manner:

i. Funds paid to the Contractor shall be identified by the OEC's "Special Identification Number" (SID). The payments made by the OEC shall be compared to the expenses reported by the Contractor, by SID as noted on the "Schedule of Expenditures of Financial Assistance," or other similar schedule(s) as required by the State Single Audit acts.

ii. If the Contractor is not required to file Single Audit Reports, the OEC may utilize the Contractor's Annual Financial Report to determine any unexpended funds.

iii. If payments made by the OEC exceed the expenses reported, the OEC may recoup such payments by requesting payment from the Contractor by check or other means as determined by the OEC.

iv. The Contractor shall return to the OEC the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the OEC that such amount is due.

8. **State Requirements.**

a. **Annual Audit**. In addition to the provisions of Part II of this Contract, the Contractor shall comply with state audit guidance found here: (https://portal.ct.gov/sde/internal-audit/grantees-of-the-office-of-early-childhood). The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three (3) years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.

b. **Single State Audit Submission Process**. If the Contractor expends $500,000 or more in State financial assistance during any auditee's fiscal year during the term of this Contract, the Contractor shall submit its state single audit electronically to the OEC through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)." The link to access the system is https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx. The Contractor shall send the OEC an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the OEC with a copy of the approved request.

c. **Single State Audit Exemption Notification Process.** If the Contractor expends less than $500,000 in State financial assistance during any auditee's fiscal year during the term of this Contract, the Contractor shall submit State Single Audit Exemption Notification, https://portal.ct.gov/-/media/opm/igpp/munfinsr/forms/filing-exemption-form-3-26-19_pdf, to the Connecticut Office of Policy Management at OPM.mfsforms@ct.gov.

d. **Match Requirements.** The Contractor also warrants that it is aware that funds provided by the OEC under this contract may be used for a service match. The Contractor must obtain OEC permission prior to identifying any or all of the allocated services as a service or monetary match. The OEC shall respond to all requests within five (5) business days of receipt.

The provisions of this subsection shall survive any termination of the Contract or the expiration of its term.

F. REPORTING.

1. The Contractor shall submit all required reports written or electronically as directed by the OEC to OEC.statefunded@ct.gov.

2. **Programmatic Reporting.** The Contractor shall comply with all programmatic reporting requirements, updated from time to time, in the ESCT General Policies.

3. The Contractor shall comply with the provisions of Conn. Gen. Stat. § 10-10a(g) that requires ". . . preschool programs which receive state or federal funding . . ." to participate in Public School Information System of the CSDE in a manner prescribed by the Commissioner of Education and agrees to participate in such data collection at times and in such a manner as is identified to it by the CSDE.

4. **Ad hoc Reporting.** The Contractor further agrees to provide other reports concerning contracted services which the OEC may reasonably require. The OEC shall notify the Contractor in writing at least thirty (30) calendar days prior to the submission date. This notification shall at a minimum include the required data, format, and date of submission for the report.

5. **Financial Reporting.**

   a. **Final Expenditure Reports**. The Contractor shall submit a Final Expenditure Report forty-five (45) days after the end of each SFY, detailing expenditures of funds earned through reimbursement for services rendered. The Contractor shall require subcontractors to file fiscal reports that detail and justify expenditures. The Contractor shall include detailed subcontractor expenditures and justifications for said expenditures in fiscal reports sent to OEC.

   b. **Interest.** Any interest earned by the Contractor as a result of payments authorized by the OEC shall be reported to the OEC by the Contractor on the next Financial Report submitted after that interest income is earned. The Contractor agrees to follow the OEC's direction as to the disposition of such interest income.

G. AUTHORIZED REPRESENTATIVES.

1. Both parties agree to have specifically named liaisons at all times. These representatives of the parties shall be the first contacts regarding any questions and problems which may arise during implementation and operation of the control.

2. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery. Notices shall be addressed as follows:

   a. In case of notice to the Contractor:
   Paul K. Pernerewski, Jr.
   Mayor
   City of Waterbury Board of Education
   236 Grand Street
   Waterbury, CT 06702
   203-574-6712
   Email: mpernerewski@waterbury.org

   b. In case of notice to the OEC: (OEC Designee):
   Kimberly Paluska
   Division Director
   State of Connecticut Office of Early Childhood
   450 Columbus Boulevard, Suite 204
   Hartford, CT 06103
   860-500-4422
   Email: kim.paluska@ct.gov

3. Said notices shall become effective on the date of receipt or the date specified in the notice, whichever is later. Any change to notice information by the OEC or the Contractor shall be provided on the contact form provided by the OEC and not require a formal amendment.

H. SUBCONTRACTED SERVICES.

1. In accordance with Part II, Subcontracts (Section C.9.), the Contractor may use funds provided by this contract to subcontract with entities to conduct activities and services. The Contractor must request and obtain prior written approval from the OEC before finalizing any subcontract arrangement.

Subcontracting Organization	Address	Description of Services	Performance Period	Total Value

2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; process of notification of changes to subcontractor funding , process for contract resolution between the Contactor and subcontractors; and (4) provide assurances to the OEC that the proposed subcontract contains the terms specified in Part I, Section H.3 below.

3. **Required Terms.** Each and any subcontract must contain terms as appropriate that shall require the subcontractor to adhere to the following terms of this contract:
   a. Requirements of Part I, including, but not limited to, the following:

i. Description of Services (Section B);
ii. Budget and Payment Provisions (Section E); and
iii. Reporting (Section F).

b. Requirements of Part II, including, but not limited to, the following:
i. Contractor Obligations (Section C), specifically, Federal Funds; Audit and Inspection of Plant, Places of Business, and Records; Related Party Transactions; Suspension or Debarment; Independent Capacity of Contractor; Indemnification [of the State]; Insurance; Sovereign Immunity; Compliance with Law and Policy, Facilities Standards and Licensing; Representations and Warranties; Protection of Confidential Information; and Litigation;
ii. Changes to the Contract, Termination, Cancellation and Expiration (Section D), specifically, Contractor Changes and Assignment; and
iii. Statutory and Regulatory Compliance (Section E).

4. The Contractor agrees to be responsible to the OEC for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the OEC, for the subcontractor's performance.

5. The Contractor shall retain the OEC's written approval of the use of the subcontractor and each subcontract in the contract file.

6. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor shall be paid or reimbursed by the OEC unless the OEC, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the OEC Commissioner or his/her designee pursuant to Conn. Gen. Stat.. § 4-8. The OEC, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

I. PROCEDURE FOR TERMINATION.

1. **Termination by the OEC**. In addition to the sections in Part II of this contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

a. Stop work under the contract on the date and to the extent specified in the Notice of Termination;

b. If the OEC so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the OEC in the manner and to the extent directed by the OEC all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the OEC shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;

c. Complete the performance of the work that has not been terminated by the Notice of Termination; and

d. Be entitled to payment for services agreed upon by the parties and rendered to the OEC's satisfaction through the effective date of termination.

2. **Reduction of Services or Termination by the Contractor.** In the event that the Contractor terminates this Contract, closes, reduces services, or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the OEC does not offer funding for the subsequent fiscal year, then pursuant to Part II, Section D.6 of this Contract, the OEC and the Contractor shall negotiate and resolve the

following issues:

a. the timelines for closure of the program;

b. the amount of any final payments due the Contractor or refunds due the OEC; and

c. the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2;

d. the disposition of property and equipment in which the OEC has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, Sections 17-226d-4(i), (1) & (2), including Bond Fund Award liens and obligations;

e. notification to participants of the closure, their options for transfer to other programs, and the Contractor's obligations to facilitate such transfer; and

f. any other issues pertinent to the specific situation causing the reduction or termination of services.

J. CONTRACTOR PRE-EXISTING INTELLECTUAL PROPERTY. Notwithstanding anything in this Contract to the contrary, all innovations, documents, materials, or information related to methods, tools, designs, techniques, know-how or analysis used in Contractor's business, as well as the concepts, inventions, suggestions, creative ideas, plans, methods, research designs, questionnaire forms (unless provided by the OEC), methods of process or questioning, systems of analysis, information and materials, whether or not patentable or copyrightable, developed by Contractor prior to the date of this Contract and used by Contractor in connection with this Contract (collectively, "Contractor Pre-existing Intellectual Property"), shall not be considered work made for hire under state or federal law and shall at all times remain the exclusive property of Contractor. The OEC shall not use the names, trademarks, logos, or other Contractor Pre-existing Intellectual Property without Contractor's prior written consent.

K. CONFIDENTIALITY. Subject to and limited by the provisions of Part II, Section E.6 of this Contract, the OEC shall treat all Confidential Information as defined in Part II, Section A.12 and all material developed or provided by either party in connection with the Contract as strictly confidential, and shall not use, disclose, or permit to be used or disclosed, such materials at any time prior to or after the termination of this Contract, except as specifically permitted in writing by Contractor, whether the OEC has such information in its memory, or it is embodied in writing or other form. Without limiting the foregoing, and subject to and limited by the aforesaid provisions of Part II, Section E.6, the OEC shall keep strictly confidential any information relating to the business or mission of Contractor, its officers, directors, members, affiliates, or employees if such information could reasonably be construed as confidential.

L. SEVERABILITY. If any section of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that section. The remainder of this contract shall be enforced to the fullest extent permitted by law.

PART II TO FOLLOW

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PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Bid"** shall mean a bid submitted in response to a solicitation.

2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.

3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.

4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

5. **"Client"** shall mean a recipient of the Contractor's Services.

6. "**Client Agency"** shall mean the agency of the State of Connecticut that is entering into this Contract.

7. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.

8. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.

9. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.

10. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

11. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

12. **"Confidential Information" (formerly "Personal Information")** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted." Confidential

Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

13. **"Confidential Information Breach" (formerly "Personal Information Breach")** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.

14. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.

15. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.

16. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.

17. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).

3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.

2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a

statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Office of Early Childhood or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

   (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and

   (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

4. **Federal Funds.**

   (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.

   (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

      (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

      (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

   (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

   (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:

(1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or

(2) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:

(1) final payment under this Contract,

(2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

   (a) Real estate sales or leases;

   (b) Leases for equipment, vehicles or household furnishings;

   (c) Mortgages, loans and working capital loans; and

   (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:

   (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

      (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);

      (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

      (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and

      (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.

   (b) Any change in the above status shall be immediately reported to the Agency.

8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. Independent Capacity of Contractor. The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

(1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and

(2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning

i. the confidentiality of any part of or all of the Contractor's bid or proposal, and

ii. Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide

i. a certificate of insurance,

ii. the declaration page and

iii. the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the

Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

12. Insurance. Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

(a) Commercial General Liability. $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;

(b) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.

(c) Professional Liability. $1,000,000 limit of liability, if applicable; and/or

(d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Disease – Policy limit, $100,000 each employee.

13. Sovereign Immunity. The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

(a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

15. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

(a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and

(b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

16. Representations and Warranties. Contractor shall:

(a) Perform fully under the Contract;

(b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and

(c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

18. Delinquent Reports. The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

19. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

20. Workforce Analysis. The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. Litigation.

(a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

(b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or

nondiscriminatory practices.

D. <u>Changes to the Contract, Termination, Cancellation and Expiration</u>.

1. Contract Amendment.

(a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.

(b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.

(c) The Agency may amend this Contract to reduce the contracted amount of compensation if:

(1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or

(2) federal funding reduction results in reallocation of funds within the Agency.

(d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

(a) The Contractor shall notify the Agency in writing:

(1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;

(2) no later than ten (10) days from the effective date of any change in:

(A) its certificate of incorporation or other organizational document;

(B) more than a controlling interest in the ownership of the Contractor; or

(C) the individual(s) in charge of the performance.

(b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

(c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

(1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

(2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.

(3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

(a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to affect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

(b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:

(1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;

(2) temporarily discontinue all or part of the Services to be provided under the Contract;

(3) permanently discontinue part of the Services to be provided under the Contract;

(4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;

(5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;

(6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or any combination of the above actions.

(c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.

(d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.

(e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. Non-enforcement Not to Constitute Waiver. No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. Suspension. If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. Ending the Contractual Relationship.

(a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.

(b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

(c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.13, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

(d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.

(e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

(a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

(b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written

instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

Note: The following provisions in this section do not apply if the Contractor is a municipality, political subdivision of the State, or a quasi-public agency: 5(i), 9, 11, 12, and 13.

1. Health Insurance Portability and Accountability Act of 1996. Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

The Contractor ☐ IS or ☒ IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").

(f) Definitions

(1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.

(2) "Business Associate" shall mean the Contractor.

(3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.

(4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).

6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

(9) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

(7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an Individual requests that the Business Associate

i. restrict disclosures of PHI;

ii. provide an accounting of disclosures of the Individual's PHI;

iii. provide a copy of the Individual's PHI in an electronic health record; or

iv. amend PHI in the Individual's designated record set

(15) the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.

(16) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and

ii. the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(17) Obligations in the Event of a Breach.

i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known

address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.

2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.

5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

iv. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.

v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.

vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established

to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

vii. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications' requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

i. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to,

requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (http://www.ada.gov/) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability

which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. **Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "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;

(7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "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:

1. who are active in the daily affairs of the enterprise,
2. who have the power to direct the management and policies of the enterprise, and
3. who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n

(10) "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) For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is:

(1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract,
(2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,

(3) the federal government,

(4) a foreign government, or

(5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(c) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the

State of Connecticut; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(d) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(f) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission

regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(g) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(h) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

(i) The Contractor 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 Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(j) **Nondiscrimination Certification.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line:

Signature (Authorized Official)

6. Freedom of Information.

(a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

(b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars ($2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars ($5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. Executive Orders and Other Enactments.

(a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

(a) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of

employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

(b) This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

9. **Campaign Contribution Restriction**. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations."

10. **Summary of Ethics Laws**. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

(a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;

(b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;

(c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;

(d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and

(e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

11. **Large State Contract Representation for Contractor**. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(a) That no gifts were made by:

(1) the Contractor,

(2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or

(3) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to:

i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or

ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(b) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(c) That the Contractor submitted bids or proposals without fraud or collusion with any person.

12. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

13. Iran Energy Investment Certification.

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

14. Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as

defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

15. **State Business-Related Call Center and Customer Service Work.** Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

16. **Consumer Data Privacy and Online Monitoring.** Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

17. **Consulting Agreements Representation.** Pursuant to section 4a-81 of the Connecticut General Statues, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statues, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statues as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

_____ _____

Consultant's Name and Title Name of Firm (if applicable)

_____

Start Date End Date Cost

The basic terms of the consulting agreement are:_____

_____

Description of Services Provided:

Is the consultant a former State employee or former public official? □ YES □ NO

If Yes: _____ _____

Name of Former State Agency Termination Date of Employment

SIGNATURE PAGE TO FOLLOW

(Space intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

SIGNATURES AND APPROVALS

25OECESC01WAT

The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

CONTRACTOR – CITY OF WATERBURY BOARD OF EDUCATION

_____ ___/____/____

PAUL K. PERNEREWSKI, JR., *Mayor* Date

OFFICE OF EARLY CHILDHOOD

_____ ____/____/____

BETH BYE, *Commissioner* OR AUTHORIZED DESIGNEE Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

#8

Waterbury Public Schools

Office of Competitive Grants
Louise Allen Brown, J.D., M.P.A., Grant Writer

July 8, 2025

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

RE: Family Resource Center Grant Program 2025-26 [CSDE]

Dear President Hernandez and Education Commissioners:

The Connecticut State Department of Education has invited Waterbury's Family Resource Centers (FRCs) at Wilson and Reed Elementary Schools to apply to extend the Wilson and Reed FRC grants for the period 2025-26. Waterbury has been a grant recipient of this program for several years.

I am working in consultation with the central/district level FRC Coordinator, to develop the new applications. This year, the application amount per FRC is $113,363/year. FRC grants require a 25% local match; and both cash and in-kind contributions are acceptable.

Again this year, the Waterbury application will reflect use of dedicated school spaces for the FRCs at Reed and Wilson as an in-kind local match. Additionally, in previous years, the school district has paid for fringe benefit costs in excess of various amounts, in light of the many requirements of the FRC grants, and the limited grant funds this program offers relative to the grant activities required. CFO Doreen Biolo has approved the district's covering fringe benefit costs over $14,000-15,000/site for 2025-26.

The grant applications are being accepted on a rolling basis by CSDE until August 11, 2025, and Board of Education approval must be submitted to CSDE. I respectfully request your permission to apply for the 2025-26 Wilson and Reed Family Resource Center grants. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Darren M. Schwartz
Doreen Biolo
Janet Frenis
Maureen Bergin

Connecticut State Department of Education
Family Resource Center Program Grant
Louise Allen Brown
July 8, 2025

Grant Highlights

Name of Grant: Family Resource Center Grant Program

Purpose of Grant:
The purpose of the grant is "to seek proposals from eligible applicants for program and funding renewal pursuant to Connecticut General Statutes Section 10-4o."

Grant Deadline: Accepted on Rolling Basis until August 11, 2025

Grant Period: July 1, 2025 – June 30, 2026 (Extension Year)

Award amount: $111,363. Per FRC site

Cost Sharing or Matching: 25% in-kind or cash

Eligible Applicants:
"…organizations/school districts that were awarded funding under the original RFP#092 (Application Package for the Renewal of a Family Resource Center Program July 1, 2023 - June 30, 2025) to apply for a one-year extension of funding…." [eGMS notice re FRC Grant FY26]

Waterbury's two existing FRCs were invited to apply for extension: Wilson Elementary School, and Reed Elementary School.

FRC Requirements:
Each FRC is required to provide, or collaborate with existing agencies to provide, seven 'comprehensive service components.' (See details below.)

Waterbury Proposals:
Waterbury will submit two grant applications to CSDE, one for Wilson, and one for Reed. At both Wilson and Reed Elementary Schools, there is dedicated space for the Family Resource Center (FRC), including a common/play area for students and families, and office/desk space for staff. Services consistent with the seven (7) required FRC components are offered through direct service by the Site Administrators, the Parent Educator/Positive Youth Development Leader(s), and/or teachers and paraprofessionals, or through collaboration with partners and referrals to other programs. Specifically, these FRC services/activities include:

1) Early Care and Education – Both FRC Site Administrators will collaborate with the Waterbury School Readiness Liaison and the WPS Early Childhood Supervisor to obtain information to be shared with families about area pre-school programs for three and four year olds. Also, at each of the schools where there are WPS Pre-K classes; the FRC Parent Educators will investigate and/or continue going into the Pre-K classrooms to provide storytelling or music time activities. Additionally, the FRC Parent Educator will conduct home visits to families' homes, and/or playgroup sessions at the FRC, for families with children ages birth to five.

2) School-Age Child Care – Both FRCs will work to provide or refer students to before and after school programs for school-age children, in multiple sessions. These programs will be staffed by certified teachers and paraprofessionals, or other providers, and will include literacy and STEAM activities.

3) Adult Education and Family Literacy – Both FRC Site Administrators will coordinate with the WPS Adult Education Office to refer parents to the ABE, Citizenship, ESL, High School Diploma, GED, and/or other programs there. Additionally, family literacy programs that improve the quality of family life will be offered at the FRCs, addressing a) helping children to be successful in school, b) helping parents/caregivers to be primary teachers for their children, c) parent literacy leading to economic self-sufficiency, and d) intergenerational literacy activities for parents and their children. Activities will include events such as a Welcome Back to School Workshop, Literacy and/or STEAM Nights, Financial Info Night, and/or the like.

4) Family Day Care Provider Training – The FRC Site Administrators will conduct outreach to child day care centers, family day care homes, relatives, and in-home care providers in their school communities to offer training to improve caregivers' "skills and knowledge" as appropriate.

5) Families in Training (FIT) – The FRC Site Administrators and Parent Educator/Positive Youth Development Leaders will offer services for expectant parents and parents of children under the age of three to promote parents' understanding of their role in their child's development. For example, the Parent Educator/Positive Youth Development Leader will offer services such as: a) home visits (or meetings at the FRCs) to advise about language, cognitive, social and motor development, b) playgroups at the FRCs for families with children birth to three, whether or not they are also in an early intervention program, c) screenings for hearing, vision, developmental and general health, or referrals for same in connection with CSDE requirements and recommendations, and d) connections to resources to assist families. Home visits and playgroups will follow the PAT (Parents as Teachers) program, for which both the Parent Educators and the Site Administrators will be certified. PAT/FIT families also take field trips.

6) Positive Youth Development (PYD) – PYD includes recreational and educational activities which emphasize decision-making and communication skills, and which build assets students need to be successful. Activities will include programs/activities at the FRCs offered by FRC staff and/or youth serving organizations, field trips, PBIS recognition, intergenerational Family Nights, a 'Father/daughter' dance, a 'Muffins with Mom' breakfast, and/or collaboration with other school staff or entities such as Safe Haven, WFD, and WPD, for anti-bullying events, cybersecurity, and other prevention and positive youth development programming.

7) Resource and Referral Services – Resource and referral services are coordinated with United Way 211, and with other local agencies such as WPS Adult Education, PAL, Safe Haven, etc., as needed. The FRCs participate in or co-host open house events and/or community resource fairs both to share, and to obtain, resource information for families. Additionally, at each FRC and school, the FRC Site Administrator displays resource information for families to take.

FRC Site Administrators work with the school principal, parent liaison, and committees such as the Chronic Absenteeism Committee to ascertain ways they can assist students and families to meet school, school climate, and student, goals and expectations.

Budget

CSDE has indicated that the 2025-26 grant amount per FRC will be $111,363. Staff at each FRC paid through the grant will include: a full-time Site Administrator, and a part-time Parent Educator/ Positive Youth Development Leader, and potentially certified teachers and paraprofessionals who work in the before and after school program sessions. CSDE requires districts like WPS with two Family Resource Centers to have someone serving in a central coordinator role also. For WPS, the central coordinator is a district administrator, not paid through the grant.

Matching funds of 25% of the grant amount requested are required for this grant. In prior years, the district has covered fringe benefit costs above what could be included in the grant budget. This year, the grant is expected to cover approximately $14,000-$15,000/site of the fringe benefit costs. CFO Doreen Biolo has approved the district covering the fringe benefit costs in excess of $14,000-$15,000/site.

An in-kind match of use of space at Reed and Wilson for the FRC programs will add to the district's match to meet the 25% match requirement.

Limited grant funds remain beyond required salaries and partial fringe costs. Those funds will be used to provide on- and off-site activities and supplies related to the seven FRC components detailed above, as well as staff travel costs for travel required by the grant.

#9

Waterbury Board of Education

FY2024-2025

May
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$11,652,029	$10,659,804	$9,520,932	$0	$1,138,872	$10,770,928	($111,124)
511102	Teachers	$41,409,063	$37,302,136	$30,385,555	$0	$6,916,581	$38,049,889	($747,753)
511104	Superintendent	$454,426	$304,426	$261,808	$0	$42,618	$287,129	$17,297
511106	Early Incentive Certifiied	$796,084	$899,705	$967,248	$0	($67,543)	$967,248	($67,543)
511107	Certified Coaches	$770,000	$770,000	$498,323	$0	$271,677	$797,908	($27,908)
511108	School Psychologists	$1,203,749	$846,832	$633,622	$0	$213,210	$823,537	$23,295
511109	School Social Workers	$2,311,147	$2,151,850	$1,630,562	$0	$521,288	$2,119,846	$32,004
511110	Speech Pathologists	$2,462,183	$2,496,959	$2,390,776	$0	$106,183	$3,017,229	($520,270)
511111	Assistant Superintendent	$173,250	$173,250	$153,260	$0	$19,990	$173,250	$0
511113	Extra Compensatory Stipend	$105,000	$105,000	$130,114	$0	($25,114)	$134,411	($29,411)
511201	Non-Certified Salaries	$2,918,541	$2,948,973	$2,720,952	$0	$228,021	$2,899,779	$49,194
511202	Clerical Wages	$1,286,958	$1,292,022	$933,672	$0	$358,350	$1,048,878	$243,144
511204	Crossing Guards	$391,528	$382,443	$408,570	$0	($26,127)	$449,254	($66,811)
511206	Educational	$450,000	$387,164	$278,479	$0	$108,685	$318,529	$68,635
511212	Substitute Teachers	$350,000	$350,000	$382,921	$3,924	($36,845)	$422,881	($72,881)
511217	Library Aides	$207,477	$207,477	$132,898	$0	$74,579	$143,962	$63,515
511219	School Clerical	$2,338,476	$2,325,853	$1,942,665	$0	$383,189	$2,135,889	$189,964
511220	Fiscal Administration	$796,195	$796,195	$504,883	$0	$291,312	$564,944	$231,251
511222	Transportation Coordinator	$210,967	$210,967	$189,059	$0	$21,908	$211,778	($811)
511223	Office Aides	$180,000	$180,000	$141,371	$0	$38,629	$158,240	$21,760
511225	School Maintenance Non-Certified	$2,563,557	$2,437,784	$2,196,332	$0	$241,452	$2,441,218	($3,434)
511226	Custodians Non-Certified	$6,110,510	$5,629,847	$5,245,953	$0	$383,894	$5,884,360	($254,513)
511227	Overtime - Outside Activities	$245,000	$245,000	$355,847	$0	($110,847)	$375,000	($130,000)
511228	Paraprofessionals	$9,570,536	$9,910,014	$9,203,565	$0	$706,449	$10,073,675	($163,661)
511229	Bus Duty	$265,000	$265,000	$1,329	$0	$263,671	$247,605	$17,395
511232	Attendance Counselors	$129,458	$129,458	$113,928	$0	$15,530	$130,214	($756)
511233	ABA Behaviorial Therapist	$1,426,252	$843,848	$759,892	$0	$83,956	$831,499	$12,349
511234	Interpreters	$201,986	$201,986	$136,396	$0	$65,590	$149,127	$52,859
511236	Snow Removal	$0	$0	$71,960	$0	($71,960)	$71,960	($71,960)
511650	Overtime	$640,000	$640,000	$953,667	$0	($313,667)	$975,000	($335,000)
511653	Longevity	$5,620	$5,620	$6,835	$0	($1,215)	$6,835	($1,215)
511700	Extra Police Protection	$943,423	$943,423	$324,468	$0	$618,955	$992,859	($49,436)
511800	Vacation and Sick Term Payout	$120,055	$416,434	$227,840	$0	$188,594	$292,668	$123,766
522501	Health Insurance-General	$10,000,000	$10,000,000	$10,000,000	$0	$0	$10,000,000	$0
529001	Car Allowance	$75,000	$69,200	$96,374	$0	($27,174)	$110,000	($40,800)
529003	Meal Allowances	$15,000	$15,000	$15,375	$0	($375)	$15,517	($517)
Subtotal Salaries		**$102,778,470**	**$96,543,670**	**$83,917,429**	**$3,924**	**$12,622,317**	**$98,093,045**	**($1,549,375)**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$3,306,315	$230,598	$663,087	$3,826,624	$373,376
533009	Evaluation	$2,500	$2,500	$0	$0	$2,500	$0	$2,500
533020	Consulting Services	$406,658	$406,658	$317,976	$71,155	$17,527	$389,131	$17,527
533100	Auditing	$62,000	$62,000	$57,500	$0	$4,500	$57,500	$4,500
539005	Sporting Officials	$25,000	$25,000	$25,000	$0	$0	$25,000	$0
539008	Messenger Service	$33,600	$33,600	$29,251	$374	$3,975	$33,488	$112
543000	General Repairs & Maintenance	$1,288,000	$1,331,671	$1,053,255	$122,084	$156,332	$1,259,449	$72,222
543011	Maintenance - Service Contracts	$975,000	$983,965	$794,959	$105,491	$83,515	$976,363	$7,602
544002	Building Rental	$587,642	$594,006	$550,006	$0	$44,000	$594,006	$0
545002	Water	$250,000	$250,000	$221,498	$0	$28,502	$250,000	$0
545006	Electricity	$3,000,000	$3,700,000	$3,356,371	$0	$343,629	$4,191,471	($491,471)
545013	Security/Safety	$100,000	$86,000	$50,308	$60	$35,632	$56,311	$29,689
551000	Pupil Transportation	$18,790,000	$20,884,000	$16,834,596	$2,267,131	$1,782,272	$20,411,254	$472,746
553001	Postage	$45,000	$45,000	$38,428	$0	$6,572	$42,500	$2,500
553002	Telephone	$200,000	$200,000	$185,441	$2,420	$12,140	$189,775	$10,225
553005	Wide-area Network (SBC)	$93,600	$77,500	$69,647	$7,529	$324	$77,500	$0
556055	Tuition - Outside	$16,000,000	$17,000,000	$14,221,251	$1,002,500	$1,776,249	$17,142,848	($142,848)
556056	Purchased Service - Outside	$3,000,000	$4,175,000	$3,021,737	$256,469	$896,794	$3,716,497	$458,503
557000	Tuition Reimbursement	$10,000	$10,000	$29,974	$0	($19,974)	$35,465	($25,465)
558000	Travel Expenses	$5,000	$5,000	$384	$0	$4,616	$384	$4,616
559001	Advertising	$32,500	$32,500	$10,330	$0	$22,170	$10,330	$22,170
559002	Printing & Binding	$23,000	$23,000	$674	$0	$22,326	$12,532	$10,468
559104	Insurance - Athletics	$21,700	$21,700	$19,851	$0	$1,849	$19,851	$1,849
Subtotal Purchased Services		**$49,151,200**	**$54,149,100**	**$44,194,754**	**$4,065,810**	**$5,888,536**	**$53,318,279**	**$830,821**
Supplies/Materials								
561100	Instructional Supplies	$1,612,104	$1,541,746	$1,117,348	$6,451	$417,948	$1,152,888	$388,858
561200	Office Supplies	$75,590	$62,808	$48,915	$1,740	$12,154	$51,025	$11,783
561204	Emergency/Medical Supplies	$2,000	$2,000	$0	$0	$2,000	$0	$2,000
561210	Intake Center Supplies	$3,500	$3,500	$2,848	$0	$652	$2,848	$652
561211	Recruitment Supplies	$50,000	$50,000	$24,346	$2,429	$23,224	$32,773	$17,227
561212	Medicaid Supplies	$8,000	$8,000	$4,731	$124	$3,145	$5,130	$2,870
561501	Diesel	$173,736	$146,329	$115,294	$0	$31,035	$145,111	$1,218
561503	Gasoline	$210,667	$238,574	$197,219	$8,229	$33,126	$238,573	$1
561505	Natural Gas	$2,000,000	$1,800,000	$1,378,072	$0	$421,928	$1,688,063	$111,937
561507	Janitorial Supplies	$375,000	$375,000	$364,549	$0	$10,451	$373,461	$1,539
561508	Electrical Supplies	$50,000	$50,000	$44,819	$964	$4,218	$47,658	$2,342
561509	Plumbing Supplies	$100,000	$100,000	$96,409	$463	$3,127	$98,273	$1,727
561510	Building & Ground Supplies	$220,000	$220,000	$179,076	$10,845	$30,079	$210,441	$9,559
561511	Propane	$404,688	$404,688	$286,592	$0	$118,096	$286,591	$118,097
567000	Clothing Supplies	$40,000	$46,100	$45,162	$0	$938	$45,162	$938
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,891	$0	$109	$1,891	$109
569010	Recreational Supplies	$15,000	$15,000	$11,906	$0	$3,094	$11,906	$3,094
569029	Athletic Supplies	$137,895	$137,167	$130,060	$0	$7,108	$137,065	$102
Subtotal Supplies/Materials		**$5,480,180**	**$5,202,913**	**$4,049,236**	**$31,245**	**$1,122,431**	**$4,528,859**	**$674,054**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$4,626	$323	$10,051	$9,039	$5,961
575200	Office Equipment	$155,000	$155,000	$139,963	$1,218	$13,819	$154,285	$715
575408	Plant Equipment	$40,000	$39,700	$37,612	$0	$2,088	$39,051	$649
Subtotal Property		**$210,000**	**$209,700**	**$182,202**	**$1,541**	**$25,957**	**$202,375**	**$7,325**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$11,980	$0	$20	$11,980	$20
589034	Board of Ed Commissioners	$20,700	$20,700	$21,221	$0	($521)	$22,946	($2,246)
589036	Emergency Fund	$9,450	$9,450	$9,405	$0	$46	$9,405	$46
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$13,367	$10,452	$0	$2,915	$12,487	$880
589205	Coaches Reimbursements	$3,000	$4,100	$2,997	$0	$1,103	$3,814	$286
589900	Dues & Publications	$65,000	$65,000	$33,950	$0	$31,050	$33,950	$31,050
591002	Transfer to Sinking Fund	$0	$1,460,000	$0	$0	$1,460,000	$1,460,000	$0
591004	Athletic Revolving Fund	$135,000	$185,000	$175,360	$0	$9,640	$177,860	$7,140
Total Other/Miscellaneous		**$755,150**	**$2,269,617**	**$765,365**	**$0**	**$1,504,252**	**$2,232,442**	**$37,176**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$133,108,986**	**$4,102,521**	**$21,163,494**	**$158,375,000**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$57,684,387**	**$57,684,387**	**$42,372,599**	**$0**	**$15,311,788**	**$57,684,387**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$0	$450,000
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$0	$675,000
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$0	$500,000
Total Additional Funding		**$61,309,387**	**$61,309,387**	**$42,372,599**	**$0**	**$18,936,788**	**$57,684,387**	**$3,625,000**
GRAND TOTAL ALL FUNDING		**$219,684,387**	**$219,684,387**	**$175,481,585**	**$4,102,521**	**$40,100,282**	**$216,059,387**	**$3,625,000**

WATERBURY
PUBLIC SCHOOLS

#10

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

DATE: July 3, 2025

SUBJECT: Amendment #2 to the Maintenance Services Agreement for Maintenance Services for Building Management System, System Support Services and Temperature Control at Various City Schools with SNE Building Systems, Incorporated

The Education Department respectfully requests amending the agreement with SNE Building Systems for Building Automation System originally at nine school locations (Crosby/Wallace, Wilby/North End, Kennedy, Rotella, Maloney, Gilmartin, Duggan, Reed and State Street). SNE systems have been installed and maintained by SNE Building Systems and are the only recognized and authorized partner of Schneider Electric in Connecticut for programing and maintaining Invensys hardware and software. Amendment #1 added Carrington and Wendell Cross to the serviced locations.

Amendment #2 proposes an increase in labor hours for a number of district buildings to support the expanded HVAC infrastructure installed as part of the ESSER II-funded projects. These upgrades include new cooling zones, exhaust fans, and upgraded controllers. To ensure the proper maintenance and functionality of these newly installed systems, we are requesting an increase in both onsite labor hours and remote diagnostics support. Current on-site labor hours will increase from 676 to 780 and current remote diagnostics will increase from 33 to 60 hours. The amendment adds an additional three years to the contract extending the term to July 31, 2028. The additional three years will not exceed $418,270 (2025-2026 = $125,250, 2026-2027 = $129,420 and 2027-2028 = $133,600 plus $30,000 for owner controlled contingency).

This amendment ensures that our HVAC systems, which are critical to maintaining safe, comfortable, and healthy learning environments, are supported by sufficient labor coverage. Approval of this request will allow SNE Building Automation to continue providing essential maintenance and diagnostics services aligned with the expanded infrastructure. Waterbury Public School has been using SNE since 2010 and have been very pleased with their service and performance during that time.

Thank you for your consideration.

c: Mike Konopka, Doreen Biolo, Jerry Gay, File

AMENDMENT #2
to
MAINTENANCE SERVICES AGREEMENT
for
Maintenance Services for Building Management System, System Support Services and Temperature Control at Various City Schools
between
The City of Waterbury, Connecticut
and
SNE Building Systems, Inc.

THIS AMENDMENT ("Amendment #2"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and SNE Building Systems, Inc., (the "Contractor" or "SNE"), located at 29H Kripes Road, P.O. BOX 575, East Granby, Connecticut 06026, a State of Delaware, duly registered Corporation (jointly referred to as the "Parties" to this Amendment #1).

WHEREAS, the City entered into an Agreement with SNE with a term commencing on August 1, 2019 and terminating on July 31, 2022 ("Agreement"); and

WHEREAS, parties amended the Agreement extending the term from July 31, 2022 to July 31, 2025 to include additional services and compensation; and

WHEREAS, the parties desire to further amend the Agreement to further extend the term from July 31, 2025 to July 31, 2028 to provide for additional services and compensation for the satisfactory provision of all goods and services as provided in this Amendment No. 2 as set forth below.

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

1. **Section 5. of the Agreement ("Contract Time"), as amended by Amendment 1, shall be deleted in its entirety and replaced with the following:**

5. Contract Time. The Contractor shall commence all work and Services required under this Contract on August 1, 2019 and shall complete all work and services required under this on July 31, 2028. (" Contract Term").

5.1 Time is and shall be of the essence for all Project milestones and services to be provided to the City under this Contract. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion of the services, milestones and Contract Time. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Project.

2. **Section 6.1. of the Agreement ("Fee Schedule") and Section 6.2 of the Agreement ("Contingency") shall be deleted in its entirety and replaced with the following:**

6.1. Fee Schedule. The fee payable to the Contractor shall not exceed **NINE HUNDRED SIXTY FIVE THOUSAND SIX HUNDRED TWENTY DOLLARS ($965,620.00)** in accordance with Attachment A ("Total Compensation"). This Total Compensation amount includes any City controlled contingency fees. All fees and hourly rates shall be as set forth in Attachment A and shall be payable to the Contractor semi-annually. With the basis of payment being as follows:

6.1.1 Fee for Year 1 –August 1, 2019- July 31, 2020
In an amount not to exceed
Seventy-Two Thousand Dollars.....$72,000.00

6.1.2 Fee for Year 2- August 1, 2020- July 31, 2021
In an amount not to exceed
Seventy-Two Thousand Dollars.....$72,000.00

6.1.3 Fee for Year 3- August 1, 2021- July 31, 2022
In an amount not to exceed
Seventy-Two Thousand Dollars.....$72,000.00

6.1.4 City Controlled Contingency for Years 1-3
August 1, 2020- July 31, 2022
In an amount not to exceed
Thirty Thousand Dollarss.....$30,000.00

6.1.5 Fee for Year 4 –August 1, 2022- July 31, 2023
In an amount not to exceed
Ninety Thousand Four Hundred Fifty Dollars.....$90,450.00

6.1.6 Fee for Year 5 –August 1, 2023- July 31, 2024
In an amount not to exceed
Ninety Thousand Four Hundred Fifty Dollars.....$90,450.00

6.1.7 Fee for Year 6 –August 1, 2024- July 31, 2025
In an amount not to exceed
Ninety Thousand Four Hundred Fifty Dollars.....$90,450.00

6.1.8 City Controlled Contingency for Years 7-9
August 1, 2022- July 31, 2025
In an amount not to exceed
Thirty Thousand Dollars.....$30,000.00

6.1.9 Fee for Year 7 –August 1, 2025- July 31, 2026
In an amount not to exceed
One Hundred Twenty Five Thousand Two Hundred
Fifty Dollars.....$125,250.00

6.1.10 Fee for Year 8 –August 1, 2026- July 31, 2027
In an amount not to exceed
One Hundred Twenty Nine Thousand Four Hundred
Twenty Dollars.....$129,420.00

6.1.11 Fee for Year 9 –August 1, 2027- July 31, 2028
In an amount not to exceed
One Hundred Thirty Three Thousand Six Hundred
Dollars.....$133,600.00

6.1.12 City Controlled Contingency for Years 7-9
August 1, 2025- July 31, 2028
In an amount not to exceed
Thirty Thousand Dollars.....$30,000.00

TOTAL CONTRACT AMOUNT
NOT TO EXCEED $965,620.00

6.2. Contingency. The City Controlled Contingency amounts stated above shall be utilized at the sole discretion of the City for additional work and services not set forth in this contract, such as emergency calls.

3. **All other terms, conditions, and provisions not specifically amended herein of the Agreement executed on May 4, 2020, shall remain in full force and effect and binding on the Parties hereto.**

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #2 on the dates signed below.

WITNESSES:

_____
Sign & Print name

_____
Sign & Print name

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr.
Mayor, City of Waterbury

Date: _____

WITNESSES:

Linda D Cosore
Sign & Print name Linda D Cosore

Olga Crowley
Sign & Print name Olga Crowley

SNE BUILDING SYSTEMS, INC.

By: _____
Signature

PRESIDENT
Title

Date: 7/3/2025

CORPORATE RESOLUTION

I, R LINDSAY DRISKO, hereby certify that I am the duly elected and acting Secretary of SNE BUILDING SYSTEMS, INC, a corporation organized and existing under the laws of the State of DELAWARE, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 2nd day of January, 2015.

"It is hereby resolved that BYRON C BAILEY is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

(SEE ATTACHED)

_____
Secretary

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of the SNE BUILDING SYSTEMS, INC, held on January 2, 2015, it was voted that Byron C Bailey, President of the Company, be and he hereby is authorized to execute contracts and bonds in the name on behalf of said Company, and affix its Corporate Seal thereto; and such execution of any contract or obligation in this Company's name on its behalf by such officer under seal of the Company; shall be valid and binding upon this Company.

I hereby certify that I am the Clerk of the above name corporation, and that Byron C Bailey is duly elected officer as above said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

7/3/25

Date

R. Lindsay Drisko

Clerk R Lindsay Drisko

Corporate Seal

#11

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, July 10, 2025**
BOARD MEETING: **Thursday, July 10, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
D. Cullen	W. Cross gym: Wed., July 23rd 4:00 – 9:00pm (staff mvie night/ prepare for 2025-26 school year)
S. Noreika Fire Dept.	Rotella aud.: Thursday, Sept. 4th 5:00 – 8:00pm (Firefighter promotion & recruit graduation ceremony)
M. Calabrese	Rotella community room: Tuesday, August 19th 9am – 12pm (Literacy Facilitators/Professional Development)
M. Zaldivar-Barahona	Wallace room 253: Thursday, August 21st 11am – 3pm (Prof. Dev.-M/S &H/S Math, Science, Soc. Studies)
D. Bakewell	Maloney library: Friday, July 18th 8am – 4pm (Workshop for educators)
W.C.E.A. D. Orastti	Rotella media center: Wednesday, July 23, 2025 5:00pm – 8:00pm (Membership meeting of the White Collar Union)

Book

SCHOOL PERSONNEL USE ONLY

DATE: June 25, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Donna Cullen

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wendell Cross

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: July 23rd

FROM: 4:00 am/pm TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Staff movie night / team building (Voluntary) to prepare for 25-26 school year theme. (PTO Request)

Donna Cullen
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Yok

SCHOOL PERSONNEL USE ONLY

DATE: 6/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Steven Noreika, Fire Department

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Rotella Magnet School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: September 4, 2025

FROM: 5:00 pm TO: 8:00 pm

FOR THE FOLLOWING PURPOSES:

Firefighter Promotion and Recruit Graduation ceremony. The Mayor and other city officials are attending. Request for a dress rehearsal on 9/4/25, morning or early afternoon. A meeting with the AV technician is requested ahead of time to assist with an audio and visual presentation. 250 - 300 estimated attendees.

Steven Noreika, Battalion Chief

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 6/17/25

TO: SCHOOL BUSINESS OFFICE

FROM: Melissa Calabrese

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Rotella (community room)

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 8/19

FROM: 9 (am)/pm TO: 12 am/(pm)

FOR THE FOLLOWING PURPOSES:

Literacy Facilitators will be presented with professional development to turn over to WPS staff on 8/21.

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 7/1/2025

TO: SCHOOL BUSINESS OFFICE

FROM: **Mr. Manuel Zaldivar - Barahona**

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: **Wallace Middle School**

☐ Auditorium ☐ Gymnasium ■ **Room 253** ☐ Café/Rooms

DATES REQUESTED: **August 21, 2025**

FROM: **11:00** **am**/pm TO: **3:00** am/**pm**

FOR THE FOLLOWING PURPOSES:

Cooperative Learning and Instructional Strategies Professional Development to (20) Middle and High School Math, Science and Social Studies Sheltered Instruction Teachers.

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: July 1, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Diane Bakewell

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Maloney Magnet

Library

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Friday, July 18, 2025

FROM: 8:00 am/pm TO: 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

Host a workshop - 7 Habits of Highly Effective People for Educators

Diane Bakewell
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

York

SCHOOL PERSONNEL USE ONLY

DATE: 7-3-25

TO: SCHOOL BUSINESS OFFICE

FROM: W.C.E.A.
DONNA ORSATTI, PRES.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Rotella

☑ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☑ CAFE/ROOMS

DATES REQUESTED: Wed, July 23, 2025

FROM 5:00 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Membership meeting of
the White Collar Union

D. O.
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at police and fire headquarters.

#12

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, July 10, 2025**
BOARD MEETING: **Thursday, July 10, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
REQUESTING WAIVERS:	
Waterbury Knights Cheerleaders C. Jones	Career Academy café, gym, football field Sun. July 13th 9:00am – 3:00pm (Cheerleading Clinic) ($588.)
Hoops To Help P. Gladding	Reed gym: Saturday, August 2nd 8:30am – 4:30pm (basketball tournament/sch.supplies) (rain date:8/9/25) ($756.)
Wrenn Community Events T. Wrenn	Crosby field: Sunday, July 27th 10am – 7pm (Alumni Game) ($840.)
Bridge To Success V. Rios	International School gym: Saturday, July 26th 9:00am – 2:00pm (Pop-Up Food Pantry) ($252.)
*Bags Foundation N. Reddick	Career Academy café/field: 7/14-7/31/25, 9am – 1pm Mon., Wed., Thurs. and, Tues., 7/29 ($2,100.)
GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:	
Girl Scouts of CT. N. Mangione	West Side café and 1 room: Thursday, August 21st 4:00pm-8:30pm (Girl Scout Kick-Off)
Catholic Academy O. Macklin	Gilmartin gym: 6/26 – 8/20 (11 weekdays) 4pm-6pm (basketball program)
Wtby. Ballers T. Lott	Crosby gym: 6/17-8/1 5pm-7pm (basketball program) Chase gym: 6/17-8/1 5pm-7pm " "

Wtby. Ballers T. Lott	Kennedy gym: Mon., Aug. 11th - Fri. Aug.15th (basketball camp)	9am – 5pm
City Youth Theater S. Davis	Crosby aud.: Thursday, August 7th (theater group presentation)	4:00-7:00pm
Bridge To Success V. Rios	W. Cross gym: Thursday, August 21st (Pop-Up Food Pantry)	9:00am-2:00pm

MONEY COLLECTED TO DATE: **$ 57,291.00**

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Courtney Jones NAME OF ORGANIZATION Waterbury Knights

ADDRESS 101 Rumford St Wtby CT 06704 TELEPHONE # 203-982-1842
(street) (city) (state) (zip code)

SCHOOL REQUESTED WCA DATES 07/13/2025 ROOM(S) Football field

OPENING TIME 9 am CLOSING TIME 3 pm PURPOSE Cheer clinic

ADMISSION (if any) No CHARGE TO BE DEVOTED TO Courtney Jones

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 60 CHILDREN 100

SIGNATURE OFAPPLICANT [signature] DATE 06/23/2025

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST (2) ($588)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Waterbury Knights

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: WCA Cafe and Gym

DATE(S): 07/13/2025 TIMES: 9-3

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

06/23/25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 588.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Paul Gladding NAME OF ORGANIZATION Hoop to Help

ADDRESS 12 Hewlett st Waterbury Ct 06710 TELEPHONE # 203-756-5981
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed School DATES 8-2-25 ROOM(S) Gym

OPENING TIME 830am CLOSING TIME 430pm PURPOSE Basketball tournament

ADMISSION (if any) none CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 75 CHILDREN 25

SIGNATURE OFAPPLICANT Paul. Gladding DATE 06-30-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Paul Gladding 203-808-7745

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings._____(PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE per CUST. (2) ($756.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $_____ INSURANCE COVERAGE_____YES_____NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Application for Building Permit)

APPLICANT/ORGANIZATION: Hoop to Help

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gym

DATE(S): ✓ 8-2-2025	TIMES: 830a-430p
DATE(S): ✓ Rain date 8-9-2025	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

6-30-25
Date

Paul Gladding
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 756.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Tyler Wrenn NAME OF ORGANIZATION Wren Community Events LLC

ADDRESS 109 Ridgeway Avenue, Waterbury, CT, 06708 TELEPHONE # 203-695-3077
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 7/27/2025 ROOM(S) Jimmy Lee Stadium Turf Field

OPENING TIME 10 AM CLOSING TIME 7 PM PURPOSE Fundraiser to raise money for the 4 public schools boys soccer teams

ADMISSION (if any) Donation-based (not required to enter) CHARGE TO BE DEVOTED TO All money raised goes to public school boys teams after accounting for event costs

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 225 CHILDREN 25

SIGNATURE OFAPPLICANT Tyler W DATE 7/1/2025

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Tyler Wrenn 109 Ridgeway Avenue, Waterbury, CT, 06708 203-695-3077

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TW (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR. plus 1 HR. SERVICE PER CUST. (2) ($840)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY OK

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Wren Community Events LLC

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Jimmy Lee Stadium Turf Field

DATE(S): 7/27/2025 TIMES: 10 AM - 7 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

7/1/2025
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 840.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

Book

CONTRACT# Waterbury Bridge to Success

APPLICANT Victor Rios NAME OF ORGANIZATION

ADDRESS 83 Prospect Street Waterbury CT 06702 TELEPHONE # 203-393-8551
(street) (city) (state) (zip code)

SCHOOL REQUESTED Intermediate DATES 7/26/25 ROOM(S) Gym / Cafeteria

OPENING TIME 9:00 am CLOSING TIME 2:00 pm PURPOSE Pop-up Food Pantry

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN N/A

SIGNATURE OFAPPLICANT [signature] DATE 7/2/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
83 Prospect Street, Waterbury, CT 06702

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. VR (PLEASE INITIAL)

(1) ($252.)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE per CUST.

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Saturday

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Waterbury Bridge to Success

Please check below specific item(s):

Building Usage Fees ☒ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Gymnasium / Cafeteria

DATE(S): 7/26/25 TIMES: 9:00 am - 2:00 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

7/3/25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 252.- Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Nakia Reddick NAME OF ORGANIZATION BAGS Foundation Ct inc

ADDRESS 541 wolcott stree (street) Wtby (city) ct (state) 06705 (zip code) TELEPHONE # 203-591-1182

SCHOOL REQUESTED Carrera cafe DATES 7-14 - 7-31 ROOM(S) Footfield + cafetria

OPENING TIME 9 Am CLOSING TIME 1 pm PURPOSE Football camp

ADMISSION (if any) None CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 34

SIGNATURE OF APPLICANT [signature] DATE 7-9-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *

Nakia Reddick NR

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42./HR plus 1 HR SERVICE (1) ($2100.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

O/K

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: BAGS Foundation

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Career Academy Field, cafe

DATE(S): 7/14, 16, 17 TIMES: 9AM-1pm

DATE(S): 7/21, 23, 24 TIMES: "

DATE(S): 7/28, 29, 30, 31 TIMES: "

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

7-9-25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ Building Usage Fees

$ 2100. Custodial Fees

$ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Nicole Mangione NAME OF ORGANIZATION Girl Scouts of Connecticut

ADDRESS 22 Washington Ave North Haven, CT 06473 TELEPHONE # (203)217-9036, 1(800)922-2770 Ext 3503
(street) (city) (state) (zip code)

SCHOOL REQUESTED West Side Middle School DATES Augst 21, 2025 ROOM(S) Cafeteria & Surrounding rooms next to Cafe *

OPENING TIME CLOSING TIME 4:00 pm - 8:30 pm PURPOSE Girl Scout Kickoff

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO n/a

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 75 CHILDREN 10

SIGNATURE OFAPPLICANT Nicole Mangione DATE 06/23/2025

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. NM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

* will need one other Room.

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

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IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Book ✓

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Oliver Macklin AD/Christa Chodkowski NAME OF ORGANIZATION Catholic Academy Waterbury

ADDRESS 386 Robinwood Road Waterbury, CT 06708 TELEPHONE # 203-756-5313
(street) (city) (state) (zip code)

SCHOOL REQUESTED Gilmartin DATES 6/26 - 8/20 ROOM(S) Gym - Basketball

OPENING TIME 4 PM CLOSING TIME 6 pm PURPOSE Basketball

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OFAPPLICANT DATE 6-23-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Individual Coaches - Oliver Macklin, Carl Parks, Eric Parks, Tiffany Velazquez, Katie Sevelowitz, Father Kane

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY OK

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JUNE 26 4-6PM
JUNE 30 4-6PM

JULY 2. 4-6PM
JULY 7. 4-6PM
JULY 23 4-6PM
JULY 28. 4-6PM
JULY 30. 4-6PM

AUG 11. 4-6PM
AUG 13. 4-6PM
AUG 18. 4-6PM
AUG 20. 4-6PM

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Terence Loft NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 25 Grand Ave (street) Waterbury (city) CT (state) 06709 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED Crosby DATES 6/17-8/1/25 ROOM(S) Gym

OPENING TIME 5:00 CLOSING TIME 7:00 pm PURPOSE Basketball Program

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN _____

SIGNATURE OF APPLICANT _____ DATE 6-17-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

OK

Monday - Friday

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

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ERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

NCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

LICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH PARTMENT FOR INFORMATION: POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

L THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

HEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE T. AT 574-6210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

SE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS BE RIGIDLY ENFORCED.

OVAL DATE _____ _____

SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Terence Loft NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 25 Grand Ave (street) Waterbury (city) CT (state) 06709 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED Chase DATES 6/17 - 8/1 ROOM(S) Gym

OPENING TIME 5:00 CLOSING TIME 7:00 pM PURPOSE Basketball Program

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN _____

SIGNATURE OF APPLICANT _____ DATE 6-17-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)

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SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE X YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

Monday - Thursday

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ROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

Yook

CONTRACT#

APPLICANT Terence Loft NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 25 Gradbe Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code) 203-805-1884

SCHOOL REQUESTED Kennedy DATES 8/11 - 8/15 ROOM(S) Gym

OPENING TIME 9 AM CLOSING TIME 5 PM PURPOSE Basketball Camp

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 50

SIGNATURE OF APPLICANT DATE 6-26-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

ok

Monday To Friday

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Shelby Davis NAME OF ORGANIZATION City Youth Theater

ADDRESS 42 Mountain Laurel (street) CT (city) 06704 (state) (zip code) TELEPHONE # 2034370325

SCHOOL REQUESTED Crosby DATES 8th ROOM(S) Auditorium

OPENING TIME 4p CLOSING TIME 7p PURPOSE theater Auditions

ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO $

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20

SIGNATURE OFAPPLICANT [signature] DATE 6/3/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Shelby Davis 2034370325

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. SD (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# Waterbury Bridge

APPLICANT Victor Rios NAME OF ORGANIZATION To Success

ADDRESS 83 Prospect Street Waterbury CT 06705 TELEPHONE # 203-393-8551
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wendell Cross DATES 8/21/25 ROOM(S) Gymnasium

OPENING TIME 9:00 CLOSING TIME 2:00 pm PURPOSE Pop-Up Food Pantry

ADMISSION (if any) — CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN

SIGNATURE OFAPPLICANT V Rios DATE 7/3/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
83 Prospect Street, Waterbury, 06705

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. VR (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

#13

WATERBURY PUBLIC SCHOOLS

To: Waterbury Board of Education Personnel Sub-Committee Meeting
Re: Executive Summary for New Proposed District Director of Climate and Student Supports
Date: July 7, 2025; 5:15 PM

The Office of the Interim Superintendent kindly requests passage of the proposed Job Description for a new position titled **Director of Climate and Student Supports**. This is a non-union exempt position which will follow SAW benefits.

This new position will report to the Superintendent of Schools or his/her designee. The position will provide the following service to the district:

- Leading district-wide initiatives to promote positive school climate and student success;
- Oversees programs which address climate, alternative and innovative student placements and discipline while fostering restorative practices;
- Serves as the primary liaison between district, schools, state agencies and community partners and programs to promote access to supportive services for all students particularly those at risk of academic or social difficulties; and
- Ensures varied compliance with state and federal guidelines.

The position candidates will require a Master's Degree or higher in the mental health field with a minimum of 10 years of successful experience within a public school district and at least 5 years of director level experience. Specialized skills and experience in project management, multicultural and urban settings, and leading multi-stakeholder teams and projects are also requested.

Among the selected individual's mission critical tasks, he/she will lead the district's School Climate Team overseeing development, implementation and monitoring of district climate goals. The selected individual will also develop programs for at-risk students and coordinate alternative placements and hearings while also providing leadership in the areas of restorative practices, trauma-informed care and behavioral health crisis management.

For these reasons we kindly request passage.

Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE: Director of Climate and Student Supports
DEPARTMENT: Academic Department
BARGAINING UNIT CLASSIFICATION: Non-Union/Follows SAW
REPORTS TO: Superintendent/Designee
SALARY: $140,000 - $170,000
FLSA DESIGNATION: Exempt

PART I - SUMMARY OF CLASSIFICATION

This role is accountable for leading district-wide initiatives that promote positive school climate and student success. The Director oversees programs addressing climate, alternative and innovative student placements, and discipline while fostering restorative practices. This position leads the District School Climate Team in achieving district goals. The role serves as the primary liaison with community partners, state agencies, and district stakeholders to promote access to supportive services for all students, particularly those at risk of academic or social difficulties. This position ensures compliance with state and federal guidelines.

PART II - MINIMUM KNOWLEDGE, SKILLS, AND ABILITIES

A. EDUCATION AND EXPERIENCE:

- Master's Degree or Higher Required in a mental health field
- Minimum of ten (10) years of successful professional experience within a public school district.
- At least five (5) years of Director or Senior Management experience.
- Experience in project management and community engagement.
- Experience in urban and multicultural educational settings.
- Connecticut Administration Supervison Licensure (092) preferred

B. CREDENTIALS:

- A valid Connecticut Motor Vehicle Class D Operator's License may be required.

C. KNOWLEDGE, SKILLS, AND ABILITIES:

- Extensive knowledge of Positive Behavioral Interventions and Supports (PBIS), Response to Intervention (RtI), and restorative justice models.
- Demonstrated expertise in school climate improvement and inclusion.
- Proven ability to lead multi-stakeholder teams and collaborate effectively with community organizations and agencies.
- Strong understanding of alternative education models, disciplinary due process, and re-entry protocols.
- Skilled in data analysis to monitor chronic absenteeism, discipline trends, and program effectiveness.
- Proficient in professional development design and delivery for diverse adult learners.
- Exceptional verbal and written communication skills.
- Crisis management and de-escalation experience.
- Ability to foster a professional learning community committed to student success.
- Competence in managing complex issues with flexibility and ethical integrity.
- Commitment to working with individuals from diverse cultural, socioeconomic, and linguistic backgrounds.

PART III - POSITION SUPERVISES

Supervises assigned certified and non-certified staff, including attendance counselors, behavior technicians, and Family Community Engagement personnel.

PART IV - ESSENTIAL FUNCTIONS

- Lead the District School Climate Team, overseeing the development, implementation, and monitoring of district climate goals.
- Develop, coordinate, and evaluate alternative and innovative programs serving students at risk of academic or behavioral challenges.
- Facilitate and finalize district alternative placement hearings and transitions.
- Serves as the district representative for regular education expulsion hearings.
- Establish and monitor disciplinary practices and ensure alignment with district policies and initiatives.
- Collaborates with the Family and Community Engagement Manager to ensure the District Chronic Absenteeism Team designs and executes strategies to reduce absenteeism district-wide.
- Lead training initiatives in restorative practices, accessibility, trauma-informed care, and behavioral health crisis management.
- Serve as a district liaison to the Connecticut State Department of Education, local law enforcement, and community partners.
- Analyze and report on discipline, attendance, and climate data to guide decision-making and continuous improvement.
- Ensure compliance with federal, state, and local laws regarding student discipline, attendance, and accessibility initiatives.
- Communicate policies, protocols, and progress to families, school staff, and community stakeholders.
- Provide annual notifications on bullying prevention, mandated reporting, and sexual abuse prevention training.
- Ensures accurate discipline data in school databases.
- Support re-entry protocols and interventions for students returning from suspensions or juvenile justice settings.
- Supervises the Family and Community Engagement Manager.
- Leads district initiatives for school and student teams that support accessibility and inclusion.
- Perform additional duties as assigned by the Superintendent or designee.

PART V - Working Conditions, Physical and Mental Requirements

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

Frequency: Place an "X" in each box that is appropriate to your job.

NEVER (N)	**OCCASIONALLY (O)**			**FREQUENTLY (F)**	**CONSTANTLY (C)**			
0 % of Shift	1-33% of Shift			34-66% of Shift	67-100% of Shift			
Working Conditions	**N**	**O**	**F**	**C**	**Working Conditions**	**N**	**O**	**F**	**C**
Physical Demands					Depth Perception		X		
Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving		X		
Lifting		X			**Physical Strength:**				
Carrying		X			Little Physical Effort (-10 lbs.)		X		
Pushing		X			Light Work (-20 lbs.)		X		

Pulling		X			Medium Work (20-50 lbs.)		X		
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			**Environmental Conditions**				
Kneeling		X			Cold (50 degrees F or less)	X			
Crouching		X			Heat (90 degrees F or more)	X			
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration	X			
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes	X			
Talking			X		Exposure to Unpleasant Odors	X			
Hearing				X	Exposure to bodily fluids	X			
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

Waterbury Public Schools is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the District will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the District when necessary.

Prepared on:
June 25, 2025



COMMUNICATIONS



June 17, 2025 through
July 8, 2025

PLYMOUTH PUBLIC SCHOOLS
CENTRAL OFFICE
27 NORTH HARWINTON AVENUE
TERRYVILLE, CONNECTICUT 06786

Dr. Darren M. Schwartz
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702
dschwartz@waterbury.k12.ct.us

SENT VIA CERTIFIED MAIL AND ELECTRONIC MAIL

June 16, 2025

Superintendent Schwartz,

I am writing to formally request a revision and update of the existing magnet school agreement between the Plymouth Public Schools and the Waterbury Public Schools.

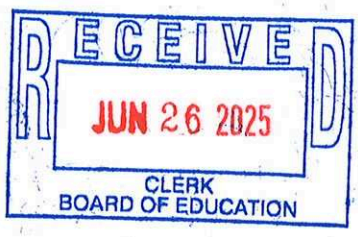
As you are aware, our two districts have maintained a longstanding partnership through this agreement, which has provided valuable educational opportunities for students and enriched both school communities. However, given the evolving nature of our working relationship and the operational realities of our respective districts, it has become clear that the agreement is in need of review and revision to better reflect our current practices and mutual expectations.

The Plymouth Public Schools remain committed to continuing our participation in the Waterbury Public Magnet School Program. We greatly value the opportunities this program affords our students and look forward to maintaining our collaborative relationship. However, as previously discussed, beginning with the 2025–2026 school year, the Plymouth Public Schools will no longer be able to provide transportation for our students attending the magnet schools in Waterbury.

We appreciate your understanding and anticipated cooperation in this matter. I am confident that, through continued collaboration, we can revise the agreement in a way that supports both districts and serves the best interests of our students.

Sincerely,

Brian Falcone
Superintendent - Plymouth Public Schools



Cc: Karen Kulesa, Plymouth Board of Education Chair
Juanita Hernandez, Waterbury Board Commission President

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

June 27, 2025

Mark Petano
35 Tioga St.
Torrington, CT 06790

Dear Mr. Petano:

Your name is being certified to the Department of Education for the position of Plumber Foreperson (Req. #20240189) at $33.22 per hour.

Your official start date in this position will July 3, 2025 at your regular scheduled time.

We have scheduled your orientation for Thursday, July 3, 2025 at 9:45 am at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 3 hours.

Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

Also, please contact Erica Lopez, Human Resources Assistant in the Department of Human Resources at (203) 574-6761 regarding additional paperwork that needs to be filled out.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc: Board of Education
Dr. Schwartz, Supt of Schools
Mike Konopka, School Inspector
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

June 27, 2025

Celestino Toucet, III
25 Hartley Dr.
Waterbury, CT 06705

Dear Mr. Toucet, III:

This is to inform you that your request for a voluntary demotion to the position of Paraprofessional I with the Department of Education – Rotella Elementary School (Req #20250217) has been approved. Your new rate of pay will be $18.87 per hour.

Your start date in this new position will be August 20, 2025.

I hope that you are happy in your new assignment.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Schwartz, Supt of Schools
Wendy Johns, Director of Pupil Services
Tracie Menzies, Asst Director of Pupil Services
File