

CONNECTICUT JUDICIAL BRANCH

AGREEMENT

#3611 - ACCESS AND VISITATION

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COURT SUPPORT SERVICES

This Agreement is between:

State of Connecticut Judicial Branch

Acting herein by its

Court Support Services Division

(Hereinafter: Judicial Branch)

And Litchfield Visitation Service

(Hereinafter: Contractor)

This Agreement is made as a result of the Contractor's proposal submitted in response to the Request for Proposal (RFP) #3611. The location(s) area awarded is: **Northwest Region.**

The Judicial Branch and the Contractor agree that the Contractor shall render services to the Judicial Branch as described in **EXHIBIT A** of this Agreement, (unless such description conflicts with any of the terms and conditions of this Agreement in which event the terms and conditions of this Agreement shall supersede said description) according to all the terms and conditions of this Agreement and that the Judicial Branch shall pay the Contractor for these services according to the terms contained in this Agreement.

The terms and conditions set forth herein and, where applicable, as incorporated under the Connecticut Judicial Branch purchase order, constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. This Agreement may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.

The Contractor and the Judicial Branch agree to all the terms and conditions stated within this Agreement.

FOR:

State of Connecticut
Judicial Branch

FOR CONTRACTOR:

Litchfield Visitation Service

By: 

STEPHEN R. GRANT,
EXECUTIVE DIRECTOR
Court Support Services Division
Duly Authorized

By: 

Print Name: Angelo M. Farenco A

Print Title: Owner
Duly Authorized

DATE

8/9/16

DATE

7/11/16

I. AGREEMENT SUMMARY

(1) Term of Agreement

Unless terminated or extended according to provisions contained within this Agreement, the period of this Agreement is for **36 months** commencing **July 1, 2016** and ending **June 30, 2019**. This Agreement may be extended by mutual agreement between the Judicial Branch and the Contractor for a period not to exceed **24 consecutive months** commencing **July 1, 2019**, for **2 periods ending no later than June 30, 2021**, according to the provisions contained in Request for Proposal #3611.

(2) Amount and Source of Funds

The Judicial Branch agrees to pay to Contractor an amount not to exceed **\$80,000.00 for the Fiscal Years 2016/2017 and 2017/2018**. The amount and source of funds for all subsequent Fiscal Years applicable under this Agreement shall be made only by a duly executed written amendment thereto. Any payment under this Agreement by the Judicial Branch to the Contractor is subject to the availability of funding from the Connecticut General Assembly and/or the Federal Government.

The source of funding for this contract amount is summarized below.

<u>PERIOD</u>	<u>STATE FUNDS</u>	<u>FEDERAL FUNDS</u>	<u>CLIENT FEES</u>	<u>OTHER INCOME</u>	<u>TOTAL FUNDS</u>
FY 2016/2017	\$0.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00
FY 2017/2018	\$0.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00
FY 2018/2019	TBD	TBD	TBD	TBD	TBD
EXTENSION PERIOD	{X} TO BE DETERMINED { } NOT AVAILABLE UNDER THIS AGREEMENT				

- (3) Federal Fund Requirements (Applies only if federal funds are identified above in I. (2).
Federal funds have been provided to the Judicial Branch for this Agreement. All paragraphs in this Agreement which refer to Federal Funds are hereby applicable to this Agreement.

Catalog of Federal Domestic Assistance (CFDA) Title:	Access and Visitation Grant Program	Access and Visitation Grant Program
CFDA Number:	93.597	93.597
Award Name:	Access and Visitation	Access and Visitation
Award Number:	G1501CTSAVP	TBD
Award Year:	07/01/2016 – 09/30/2016	10/01/2016 – 06/30/2017
Award Amount:	\$9,000 (includes \$1,327 state match)	\$31,000 (includes \$4,000 state match)
Research and Development (yes/no):	No	No
Name of Federal Agency Awarding:	Federal Administration for Children and Families	Federal Administration for Children and Families
DUNS Number:	807854435 (DSS as grantee)	807854435 (DSS as grantee)

(4) Management of Program Income

The total budget for the fiscal years specified above includes the amount of **\$0.00 for Fiscal Year 2016/2017 and \$0.00 for Fiscal Year 2017/2018** that is program income to be generated by the Contractor through the collection of client fees and/or third party payments. It is also agreed that the Contractor will take any and all reasonable steps to collect such fees and payments and that any client fee payment schedule developed by the Contractor will be reviewed and approved by the Judicial Branch prior to its use. Should the Contractor, following all reasonable efforts to generate such income, be unable to attain the sum noted above, then the Judicial Branch may, by amendment, increase its reimbursement schedule to the Contractor in such a manner as to meet the total fiscal year budgeted amount or, at its option, reduce the services required under this Agreement by amendment. Should the Contractor generate income in regard to clients referred pursuant to this Agreement in excess of the amount noted above, then, unless this Agreement is amended, the Contractor shall return the excess amount to the Judicial Branch no later than **August 15, 2017** and annually thereafter by August 15th of each subsequent year should their Agreement be extended. In the event of early termination of this Agreement, any income collected that has not been expended according to the budget shall be sent to the Judicial Branch in a payment separate from any other monies, if any, owed to the Judicial Branch as a result of the early termination.

(5) State Single Audit Compliance Supplement

The services provided under this Agreement are to be audited utilizing State Single Audit Compliance Supplement number 11000-JUD96114-12043-040.

II. TERMS AND CONDITIONS

A. PAYMENT TERMS

(1) Amount of Agreement

For the period **July 1, 2016 through June 30, 2017** the Judicial Branch agrees to pay the Contractor an amount not to exceed **\$40,000.00** and for the period **July 1, 2017 through June 30, 2018** the Judicial Branch agrees to pay the Contractor an amount not to exceed **\$40,000.00**. Breakdown for multiple locations, if applicable, is as follows:

Any change to this amount and any amount to be paid by the Judicial Branch to the Contractor for any additional period of time covered by this Agreement shall be made only by a duly executed Amendment to this Agreement notwithstanding any other reference to amount or payments made within this Agreement.

(2) Line Item Budget Agreement Payment Schedule and Amount FY 2016/2017 & FY 2017/2018

For the period **July 1, 2016 through June 30, 2017** the Judicial Branch will pay the Contractor an amount not to exceed **\$0.00** according to (2a) Payment Amounts Table FY 2016/2017. For the period **July 1, 2017 through June 30, 2018** the Judicial Branch will pay the Contractor an amount not to exceed **\$0.00** according to (2a) Payment Amounts Table FY 2017/2018. Payments are payable on the fifteenth day of the month preceding the month in which services are to be delivered, except that payment for July and August 2016 shall be made on or about July 1, 2016. Any changes to this schedule and/or these amounts shall be made only by a duly executed written amendment to this Agreement.

(2a) Line Item Budget Agreement Payment Amounts Table FY 2016/2017 & FY 2017/2018

Agreement #3611 FY 2016/2017	
MONTH	AMOUNT
JULY	\$0.00
AUGUST	\$0.00
SEPTEMBER	\$0.00
OCTOBER	\$0.00
NOVEMBER	\$0.00
DECEMBER	\$0.00
JANUARY	\$0.00
FEBRUARY	\$0.00
MARCH	\$0.00
APRIL	\$0.00
MAY	\$0.00
JUNE	\$0.00
TOTAL	\$0.00

Agreement #3611 FY 2017/2018	
MONTH	AMOUNT
JULY	\$0.00
AUGUST	\$0.00
SEPTEMBER	\$0.00
OCTOBER	\$0.00
NOVEMBER	\$0.00
DECEMBER	\$0.00
JANUARY	\$0.00
FEBRUARY	\$0.00
MARCH	\$0.00
APRIL	\$0.00
MAY	\$0.00
JUNE	\$0.00
TOTAL	\$0.00

- (3) Automatic Voucher Invoice System (AVIS) For Line Item Budget Agreement
Payment(s) under this Agreement will be made to the Contractor by the Judicial Branch under the Automatic Voucher Invoice System (AVIS) for services delivered under the budget contained in **EXHIBIT A** according to the Line Item Budget Agreement Payment Amounts Table(2a) Payment Amount Schedule FY 2016/2017 & FY 2017/2018 herein. Any changes to this schedule and/or these amounts shall be made only by a duly executed written amendment thereto.
- (4) Unit Cost Agreement Payment Schedule and Amount FY 2016/2017 & FY 2017/2018
For the period **July 1, 2016 through June 30, 2017** the Judicial Branch will pay the Contractor an amount not to exceed **\$40,000.00** and for the period **July 1, 2017 through June 30, 2018** the Judicial Branch will pay the Contractor an amount not to exceed **\$40,000.00** per the rates/prices contained in **EXHIBIT A**, payable on the fifteenth day of the month following the month in which services were delivered, net 45 days from the invoice submission. Any changes to this schedule and/or these amounts shall be made only by a duly executed written amendment thereto.
- (5) Unit Cost Agreement Requirement to Submit Invoice Voucher
Payment under this Agreement, and any duly executed written amendment hereto, will only be made by the Judicial Branch to the Contractor upon the timely receipt by the Judicial Branch of a properly executed original State of Connecticut Invoice Voucher Form CO-17 submitted by the Contractor.
- (6) Unit Cost Agreement Schedule for Invoice Voucher Submission
The Contractor shall submit Invoice Voucher Form CO-17 on or about the first day of the month following the month in which services were delivered, as outlined in the CSSD Financial Reporting and Requirements Manual 2014 in effect at the time of the execution of this agreement and as it may be amended from time to time.
- (7) Payment Subject to Availability of Funds
Any other provision of this Agreement notwithstanding any payment under this Agreement by the Judicial Branch to the Contractor is subject to the availability of funding from the Connecticut General Assembly and/or the Federal Government. The Judicial Branch reserves the right to reduce or eliminate payments, or to terminate this

Agreement upon immediate notice to the Contractor, should the total of all funding available to the Judicial Branch from any source be reduced or eliminated.

B. STATE OF CONNECTICUT CONDITIONS

(1) Choice of Law

The laws of the State of Connecticut govern this Agreement. It is agreed that any questions of interpretation of this Agreement or actions brought pursuant to this Agreement shall be according to Connecticut law and federal law where applicable.

(2) Applicable Law

The Contractor shall comply with all Federal, State of Connecticut and local laws, standards and regulations applicable to Contractor's facility and the services being provided under this Agreement. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinances or criteria.

(3) Civil Rights Agreement

Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of race, color, national origin, disability, age, religion or sex, in compliance with Title VI of the Civil Rights Act of 1964, The Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789D, Section 504 of the Federal Rehabilitation Act of 1973, Title IX of the Education Amendments Act, The Victims of Crime Act of 1984, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in inherently religious activities in the federally funded program. If organizations conduct inherently religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.

Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request.

(a) (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, 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, 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; (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 on Human Rights and Opportunities (hereinafter, Commission); (3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, 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 General Statutes sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, as amended by P.A. 15-5, 46a-68e, 46a-68f and 46a-86; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes sections 4a-60 and 46a-56, as amended by P.A. 15-5.

(b) If the contract is a public works contract, municipal public works contract or a 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 project.

(c) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written or electronic representation that complies with the nondiscrimination agreement and warranty under Paragraph 3(a)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Judicial Branch not later than thirty days after such change.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph 3(a)(1) above (see Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph 3(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate

officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph 3(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph 3(c)(1) and 3(c)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph 3(c)(2)(B) or 3(c)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this Paragraph, "contract" does 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, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in Paragraph 3(d)(1), 3(d)(2), 3(d)(3) or 3(d)(4) above.

(e) For the purposes of this Paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(f) 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.

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

(h) The Contractor shall include the provisions of Paragraph 3(a) and 3(b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission 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.

(4) Non-discrimination Regarding Sexual Orientation

(a) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Contractor has a contract or understanding a notice to be provided by the Commission on Human Rights and Opportunities (hereinafter, Commission) advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60a 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 General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission 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 sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written representation that complies with the nondiscrimination agreement and warranty under Paragraph 4(a)(1) above.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph 4(a)(1) above (See Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph 4(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph 4(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph 4(b)(1) and 4(b)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph 4(b)(2)(B) or 4(b)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(4) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does not include a contract where each Contractor is (A) 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, and (B) any other state, as defined in General Statutes section 1-267, (C) the federal government, (D) a foreign government, or (E) an agency of a subdivision, agency, state or government described in Paragraph 4(b)(4)(A), 4(b)(4)(B), 4(b)(4)(C) or 4(b)(4)(D) above.

(5) The Contractor shall include the provisions of Paragraph 4(a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes section 46a-56, as amended by P.A. 15-5; 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.

(5) Equal Employment Opportunity

The Judicial Branch is an Equal Opportunity employer and purchaser. No employee or applicant for employment, vendor or contract award recipient (contractor) will be discriminated against by the Judicial Branch because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disorder, intellectual disability, mental disability, learning disability or physical disability including but not limited to blindness, or veteran's status.

- (6) Americans with Disabilities Act of 1990
(This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS 12101-12189 and 12201-12213) (Supp. 1993); 47 USCS 225.611 (Supp. 1993). During the term of this Agreement, 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 will hold the Judicial Branch harmless from any liability which may be imposed upon the Judicial Branch as result of any failure of the Contractor to be in compliance with the Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

- (7) Sales Tax Exemption
The Judicial Branch is exempt from the Connecticut Sales Tax under Connecticut General Statutes section 12-412, Federal Excise Taxes and the provisions of the Federal Robinson-Patman Act.

- (8) Audit Requirements and Report Distribution
As applicable, the Contractor is subject to Federal single audit requirements pursuant to the Uniform Guidance for Federal Awards and State Single Audit requirements pursuant to General Statutes sections 4-230 to 4-236 inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch.

C. JUDICIAL BRANCH CONDITIONS

- (1) Approval Notification and Purchase Order
The Judicial Branch assumes no liability for payment under the terms of this Agreement until the Contractor is notified that this Agreement has been approved by the Judicial Branch and a purchase order has been issued.
- (2) Contractor Responsibility for Unremunerated Specific Costs
The Contractor acknowledges that any services or goods required in response to the Request for Proposal under which this Agreement originated, or offered as part of the Contractor's response proposal thereto, that are not specified in this Agreement as items requiring remuneration by the Judicial Branch to the Contractor are deemed as being provided to the Judicial Branch by the Contractor at no cost.
- (3) Warranty by Contractor
The Contractor expressly warrants that all services provided under this Agreement will conform to specifications, drawings, samples or other descriptions furnished to or adopted by the Judicial Branch, and that such services will be fit and sufficient for the purpose intended, of merchantable and good quality and workmanship and free from defect, liens and encumbrances.
- (4) Delay in Contractor Performance
If services are not delivered within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph C. (9) herein.
- (5) Unavoidable and Unforeseen Contingencies
The Contractor or Judicial Branch shall not be liable to the other for default or delay in delivering or accepting services hereunder if caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable contingency.
- (6) Prohibition Against Assignment of Agreement
The Contractor shall not transfer, pledge or otherwise assign this Agreement, compensation hereunder, or any rights or responsibilities hereunder, to any third party without the prior written consent of the Judicial Branch.
- (7) Non-Enforcement not to Constitute Waiver
Failure of the Judicial Branch to insist upon strict performance of any terms and/or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that the Judicial Branch may have, nor deemed a waiver of any rights or remedies that the Judicial Branch may have with respect to any subsequent default herein.
- (8) Early Termination of this Agreement
This Agreement may be terminated by the Judicial Branch upon a ninety (90) day written notice without cause. The Contractor may terminate this agreement upon a ninety (90) day written notice for good cause. It is specifically agreed that a change in the cost to the Contractor of providing the goods or services described in this Agreement shall not constitute cause for termination of this Agreement by the Contractor. Terminations by the Judicial Branch shall not be effective against services already rendered, so long as the services were rendered in compliance with the Agreement during the term of the Agreement. This contract may be terminated by the Judicial Branch for cause without prior notice to the Contractor if the Judicial Branch deems that such termination is in the

best interests of the state. Best interests of the state includes, but is not limited to, the protection of the health or welfare of the clients.

The Contractor agrees to return to the Judicial Branch within thirty (30) days of any termination of the Agreement any funds not expended in accordance with the terms and conditions of this Agreement including, but not limited to, any deposits, prior payments, advanced payments or down payments. If the Contractor fails to return said funds within said thirty (30) day period, the Judicial Branch may recoup said funds from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor. The terms of this paragraph shall survive any termination of this Agreement.

(9) Contractor Default

Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, defaults or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:

- seek damages.
- withhold or reduce payment(s) until the default is resolved to the satisfaction of the Judicial Branch.
- require the Contractor to correct or cure the default to the satisfaction of the Judicial Branch.
- suspend the execution of all or part of the services.
- require that unexpended or improperly expended funds be returned to the Judicial Branch.
- recoup any money owed to the Judicial Branch from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor.
- assign appropriate state personnel to fulfill the Contractor's obligations under this Agreement until such time as the Contractor's defaults have been corrected to the satisfaction of the Judicial Branch.
- require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor's obligations under this agreement.
- terminate this Agreement effective upon a date specified in a written notice delivered to the Contractor.
- take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby.
- any combination of the above actions.

Prior to invoking any of the remedies for default specified in this paragraph, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the contractor shall correct such default and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the default has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing default and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph. The Judicial Branch may invoke

any of the remedies for default specified in this paragraph without prior notice to the contractor if the Judicial Branch determines that such action is in the best interests of the state. Best interests of the state includes, but is not limited to, the protection of the health or welfare of the clients.

(10) Indemnification

(a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; 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 Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor's obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this paragraph 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 and/or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.

(d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(e) This paragraph shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

(f) For purposes of this paragraph, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(11) Notice of Litigation

The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action or proceeding brought against the Contractor or its employees or agents.

(12) Controversies or Claims

Any controversy or claim arising out of this Agreement shall be pursued in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to constitute a waiver of sovereign immunity.

(13) Contractor Records and Their Access

The Auditors of Public Accounts and Judicial Branch auditors or other designees or employees of the Judicial Branch shall have access to all records and accounts for each Agreement year. The Contractor shall maintain books, records, documents, 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 Agreement. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the Judicial Branch or other State or applicable Federal agencies. The Contractor will retain all such books, records, and other financial, program and individual service documents concerning this Agreement for a period of three (3) years after each audit completed in accordance with the Single Audit Act General Statutes section 4-230 to Section b 4-236 inclusive. If an audit is not required by the Single Audit Act, the records shall be retained for a period of five years.

If any litigation, claim or audit is started before the expiration date of this three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

Notwithstanding the above paragraph, records for non-expendable property shall be retained for a minimum of three years after the final disposition of the property.

The Contractor shall maintain policies and procedures, program files, client files and non-confidential files and make them available for inspection by any agent of the Judicial Branch. All client files originating or assembled by or for the Contractor's program, regardless of whether the subject of the file is a current or former client of the Contractor, are the property of the Judicial Branch and shall be turned over intact and in their entirety to the Judicial Branch upon demand.

The Judicial Branch or its authorized representative shall have the right to enter into the Contractor's premises, or such other places where duties under the Agreement are being performed, to inspect, monitor or otherwise evaluate the work being performed. The Contractor and all subcontractors must provide reasonable facilities and assistance for Judicial Branch representatives. Inspections and evaluations shall be performed in such a manner as not to unduly delay work.

(14) Judicial Branch Security Interest and Rights of Possession to Property Purchased by the Contractor Under this Agreement and Under Prior Agreements with the Judicial Branch

At the option of the Judicial Branch the Contractor shall cooperate fully in perfecting and securing the security interests of the Judicial Branch in all equipment, supplies and materials purchased by the Contractor with funds provided by the Judicial Branch or provided to the Contractor by the Judicial Branch under this Agreement and under prior agreements with the parties hereto and as set forth in Exhibit A. Such cooperation shall

include but is not necessarily limited to the preparation, execution, and timely filing, at the Contractor's expense, of security interest documents with the State of Connecticut, and the surrender of any certificate of title to the Judicial Branch issued for such equipment, property and materials.

The Judicial Branch hereby reserves all rights, at its option, at the conclusion of this Agreement, to take possession of the aforementioned equipment, supplies, or materials purchased by the Contractor or provided to the Contractor by the Judicial Branch, or installment purchase or lease purchase agreements of the Contractor. The Judicial Branch shall notify the Contractor of its intention to exercise its option within sixty (60) days of the conclusion of this Agreement. For purposes of this section, the conclusion of this Agreement period shall occur whenever the Agreement expires or is terminated by either party. The Contractor shall maintain a separate and distinct inventory of all equipment, supplies and materials purchased and all installment purchase and lease purchase arrangements made under this Agreement and under prior agreements between the Contractor and the Judicial Branch and shall make reasonable efforts to provide the Judicial Branch with access to such equipment, supplies, materials, related agreements or other documentation germane to securing the aforementioned property rights.

The aforementioned equipment, supplies and materials, and all line item budgeted equipment, supplies and materials used by the Contractor and purchased by the Contractor with Judicial Branch funds shall be used solely for the purposes established in this Agreement, unless otherwise specifically provided for in this Agreement. By entering into this agreement, the Contractor agrees to utilize and treat all equipment, materials and supplies purchased or leased by the Contractor or provided by the Judicial Branch under previous agreement between the parties hereto, as if they were acquired pursuant to this agreement.

Exercise by the Judicial Branch of the rights identified herein shall not include the assumption of any liabilities, except at the option of the Judicial Branch, to pay any remaining balance due under a lease purchase agreement or installment purchase agreement for equipment, or any maintenance agreements in force for equipment, acquired under this Agreement and prior agreements between the Contractor and the Judicial Branch.

(15) Leased Property

If a Judicial Branch funded program is located in a leased space, a copy of the lease must be included with the Contractor's bid proposal. If the proposal includes new space that is not currently leased/owned by the Contractor, a copy of the draft lease must be submitted as part of this bid with a copy of the executed lease forwarded to the Judicial Branch within 15 days of the effective date of this agreement. All leases must include the following information: permitted uses of space, square footage, rent and all other costs that are the responsibility of the Contractor under the lease including without limitation costs for common area maintenance and utilities, lease term, and the appropriate "assignment" provisions noted in the following paragraphs. Any costs to be incurred by the Contractor in connection with leased space (e.g. janitorial services) that are not specified in the lease must be clearly indicated in the contractor's proposal. If a lease is renewed or changed in any way from the copy on file with the Judicial Branch, a copy of the new lease must be forwarded to the Judicial Branch, prior to its execution, for Judicial Branch's prior written approval. If a lease does not contain the appropriate "assignment" provisions these provisions must be added at the time of renewal.

For a Judicial Branch funded program located in a leased space, a provision must be included in the lease that allows for the assignment of the lease, at the option of the Judicial Branch, to a new occupant in the event the contractor for the program is changed.

If the lease is for a specified portion of a property utilized by a Judicial Branch funded program, the lease must contain a provision that allows for the assignment of that portion to a new occupant in the event the contractor for the program is changed.

The Judicial Branch shall not be obligated to assume any liability to pay any remaining balance due under a lease or rental agreement for property or space acquired during the Period of Agreement upon the termination or cancellation of the Agreement.

If expenditures under an Agreement for the renovation, upgrade, and/or improvement of buildings and/or land owned by the contractor exceed \$100,000 within the period of the state fiscal year, or if the cost of any single major repair exceeds \$100,000, the contractor shall be required to acquire a lien on the property on behalf of the Judicial Branch. This lien must be in an amount equal to the amount of Judicial Branch funds provided for the repair, renovation, upgrade or improvement. If the contractor leases the property, the owner must provide a signed lien in the appropriate amount.

All liens required under this section must be prepared in accordance with the terms outlined in the CSSD Financial Reporting and Requirements Manual 2014 (in effect on the date of the execution of the Agreement and as it may be amended from time to time) and recorded within 60 days on the land records in favor of the Judicial Branch. A copy of the recording must be provided to the Judicial Branch within 15 days of the date of recording.

(16) Contractor Procurement Standards

All goods, services, contracts or lease agreements obtained by the Contractor or its subcontractor under this Agreement shall be by a competitive procurement process. For a good, service, contract or lease that costs between \$2,500 and \$9,999.99, the Contractor and/or subcontractor will obtain a minimum of three written quotes from qualified vendors prior to a commitment. Purchase in excess of \$10,000 or more require three written bids through an advertised, sealed bid process, which shall include a public bid opening. Notice of the bid must be placed in at least three newspapers, including one statewide newspaper, at least 5 days before the published date for the submission of bids. Documentation of this process must be maintained by the Contractor in accordance with paragraph (13) above.

(17) Judicial Branch Approval of Subcontractor and Subcontractor Budget

The Judicial Branch reserves the right to approve any and all subcontractor Agreements. The Contractor shall not subcontract any of the services specifically required under this Agreement without the prior written approval of the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this Agreement. Subcontracting does not relieve the Contractor of its responsibilities under this Agreement.

Whenever a subcontract for program services is employed by the Contractor under this Agreement, the Contractor shall submit the subcontractor's proposed budget, and any revision to an existing approved budget, to the Judicial Branch for its review prior to the Contractor agreeing to or approving that budget.

The Contractor warrants that all subcontractors, where required by law, shall be licensed by the appropriate State agency and be in compliance with the terms of its license throughout the terms of the subcontract.

(18) Contractor Insurance Required

The Contractor agrees that while performing services specified in this Agreement that it shall carry sufficient liability and/or other insurance and shall maintain that coverage in full force for the duration of the Agreement term including any and all Amendments. The Judicial Branch must be named as an additional insured and the following minimum amounts shall apply:

- A. Worker's Compensation CT Statutory Coverage required
- B. Automobile Liability \$1,000,000.00 (where applicable)
- C. General Liability \$1,000,000.00
- D. Professional Liability \$1,000,000.00 (where applicable)

The required certificate of insurance shall include a statement that the Judicial Branch is an additional insured, and that the policy shall not be amended or revoked without ten (10) days' advance written notice to the Judicial Branch.

Neither the Contractor nor, to the extent of the policy limits, the Contractor's insurer shall use the defense of sovereign immunity without the prior approval of the Judicial Branch in any Claim involving the Judicial Branch and the Contractor. For the purposes of this provision, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(19) Copyrights and Publications

The Contractor warrants that it will obtain any necessary authorization(s) for use of any copyrighted material that it distributes under this Agreement. The Contractor further agrees that any publication, press release, newsletter, issue analysis, request for proposal, bid solicitation or any other document describing projects or programs funded wholly or in part with funds awarded by the Judicial Branch shall contain the following statement:

"This project is supported with monies awarded by the Connecticut Judicial Branch. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the Connecticut Judicial Branch"

If the monies awarded by the Connecticut Judicial Branch include federal funding pursuant to a source of funds described on page 2 of this Agreement in the section entitled, **I. AGREEMENT SUMMARY**, or any other Amendment to this Agreement, any publication, press release, newsletter, issue analysis, request for proposal, bid solicitation or any other document describing projects or programs funded wholly or in part with funds awarded by the Judicial Branch shall contain the following statement:

"This project is supported with monies awarded by the Connecticut Judicial Branch and funds under Grant No. (Insert Grant # from page 2) awarded to the Judicial Branch by the (Insert federal Agency from page 2). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the Connecticut Judicial Branch or the (Insert federal Agency from page 2)."

The Contractor shall ensure that any contract entered into by the Contractor with a subcontractor for a service or program under this Agreement, or any Amendment to this Agreement, which results in any publication, press release, newsletter, issue analysis, request for proposal, bid solicitation or any document describing projects or programs funded wholly or in part with funds awarded by the Judicial Branch and/or the federal

government shall contain a statement acknowledging the funding source(s) as described in the preceding paragraph(s), as applicable.

The Contractor or any of its agents shall not copyright data and information obtained under press release, newsletter, issue analysis, request for proposal, bid solicitation or any other document describing projects or programs funded wholly or in part with funds awarded by the Judicial Branch. 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, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, 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 programs and services performed hereunder.

The Contractor shall submit to the Judicial Branch one copy of all reports and proposed publications resulting from this Agreement twenty (20) days prior to public release.

(20) Ownership of Subsequent Products

Any product, in whatever state of completion and whether acceptable or unacceptable, developed under a contract awarded as a result of this contract shall be the sole property of the Judicial Branch. Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a "work made for hire" under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers and to perform such other proper acts as the Judicial Branch may deem necessary to secure for Judicial the rights herein assigned.

(21) Safeguarding Client Information

The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. Contractor also agrees to follow the Chief Court Administrator Policy, adopted in accordance with General Statutes section 51-36a, regarding the access and disclosure of Judicial Branch records which are confidential pursuant to Statute (available upon request). Any Contractor considered a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA's privacy regulations governing the use of protected health information. In order to ensure the security and confidentiality of CSSD client data transmitted via email, the Contractor will not utilize free or unsecure email services for the transmission of any CSSD client data, records and/or information in any format (e.g., PDF, Microsoft Word, etc.). The foregoing prohibition includes email messages and any attachments. The Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

(22) Service Performance Standards

The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this Agreement.

(23) Contractor Responsibilities if Non-renewal or Termination Occurs

In the event this Agreement is not renewed or is terminated, the Contractor will assist in the orderly transfer of all responsibilities, including clients currently being served, to the new Contractor.

(24) Lobbying Activities

Unless otherwise specifically required by this Agreement the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress or of the Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this agreement or a subsequent amendment to this agreement involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69) of over \$100,000, the Contractor further certifies that:

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL "Disclosure of Lobbying Activities," in accordance with its instructions; and
- b. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

(25) Solicitation By and Bestowal of Gifts To Contractor

The Contractor understands and agrees that it may not use its association with the Judicial Branch as a basis to support the solicitation of private contributions to its program operations, or use the Judicial Branch funds to support any campaign or project which has as its primary purpose the solicitation of private contributions, or use the name or logo of the Judicial Branch on any literature used primarily for the solicitation of private contributions.

The Contractor agrees that the Judicial Branch has the right to disallow any private contributions to Judicial Branch contracted programs which may give the appearance of preferential treatment to or special Judicial Branch support for the contributor. Therefore, the Contractor shall notify the Judicial Branch two (2) weeks in advance before accepting contributions to Judicial Branch contracted programs.

(26) Contractor Recording of Private Telephonic Communications

The Contractor certifies that if it records telephone communications that it will do so only in compliance with General Statutes Section 52-570d- Action for illegal recording of private telephonic communications.

With limited exceptions, Section 52-570d prohibits the recording of private oral telephonic conversations without the prior consent of all parties to the conversation, verbal notice of the recording at the start of the conversation (with such notice as part of the recording), or an automatic tone warning device which repeats at intervals of approximately every fifteen seconds.

(27) Joint Venture

Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.

(28) 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 General Statutes sections 17a-101 through 103, 19a-216, 46b-120 related to children; General Statutes sections 46a-11b relative to persons with intellectual disability and General Statutes sections 17a-412 relative to elderly persons.

(29) Prohibited Interest

The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Agreement, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

(30) Suspension or Debarment

Signature on this Agreement certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. Have not within a three-year period preceding this application been convicted of 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; 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;
- c. 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 offenses enumerated in subparagraph (b) above;
- d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Agreement.

- (31) Notice of Adverse Findings of Discrimination
Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.
- (32) Criminal Investigations
Subject to constitutional limitations, it is a requirement of this contract that the Contractor, its officers, directors, principals, agents, employees and representatives, and any subcontractors and such subcontractor's officers, directors, principals, agents, employees and representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or the Judicial Branch.
- (33) Compliance with Federal Limited English Proficiency (LEP) Requirements
Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.
- Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d (the "Safe Streets Act"), and the Victims of Crime Act, 42 U.S.C. §10604(e), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.
- (34) Board of Directors
The Contractor agrees to provide the Judicial Branch with a current listing of the names of all members of its Board of Directors.
- (35) Less-Than-Arms-Length Relationships
The Contractor will provide a current list of the members of the Board of Directors of each agency (list separately) with whom the Contractor has a "less-than-arms-length" relationship. See Attachment B (OMB Circular A-122, paragraph 43(c)).
- (36) Changes to Board of Directors
The Contractor further agrees to provide the Judicial Branch with current updates to the above referenced lists (paragraphs 34 and 35) as changes to the Board memberships occur or as changes to the position of Chairperson occur.
- (37) Prohibitions for Large State Contractors
No person who (1) is, or is seeking to be, prequalified under Connecticut General Statutes section 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes section 1-101mm, or is seeking to enter into such contract with Judicial, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with Judicial, a state agency, board, commission or institution, shall:

- a. With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking.
- b. Intentionally, willfully or with reckless disregard for the truth, charge Judicial, a state agency, board, commission or institution, quasi-public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and, falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to Judicial, a state agency, board, commission or institution or quasi-public agency.
- c. Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or
- d. With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes section 1-101nn, any person who violates any provision of this section may be deemed a nonresponsible bidder.

(38) Consultant Prohibitions

No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to General Statutes section 1-101nn, any person who violates this paragraph may be deemed a nonresponsible bidder.

(39) Notice of Consulting Affidavit Requirements

Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, bidders are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the affidavit described in paragraph (39)(b) below (see Exhibit A).

(b) (1) Any principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph (39)(a) above shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with any such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "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 or 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 Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) After the initial submission of such affidavit, the principal or key personnel of the person, firm or corporation shall not be required to resubmit such affidavit unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit required under this paragraph, the principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph (39)(a) above shall submit an updated affidavit either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

(c) In the event that a bidder or vendor refuses to submit the affidavit required under paragraph (39)(b) above, such bidder or vendor shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

(40) Gift Certification

Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Statute. Accordingly, pursuant to the Statute, bidders are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written or electronic certifications described in this paragraph (see Exhibit D). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification either (1) not later than thirty days after the effective date of any such change, or (2) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. Such person shall also submit to the state agency or quasi-public agency an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify that the selection of the most qualified or highest ranked 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.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall certify:

- (1) That no gifts were by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate 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;
- (2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and
- (3) That the person, firm or corporation made is submitting bids or proposals without fraud or collusion with any person.

(e) Any bidder or proposer that does not make the certification required under paragraph (40)(d) above shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

- (41) Iran Certification – Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this Paragraph) requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Act. Accordingly, bidders are notified as follows:

(a) For the purposes of this Paragraph, the terms "state agency" and "quasi-public agency" shall have the same meanings as provided in section 1-79 of the General Statutes, "large state contract," has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity who (1) has failed to submit a written certification indicating whether or not such entity has 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, or has increased or renewed such investment on or after said date, or (2) has submitted a written certification indicating that such entity has made such an investment on or after October 1, 2013, or has increased or renewed such an investment on or after said date. Each such certification shall be sworn as true to the best knowledge and belief of the entity signing the certification, subject to the penalties of false statement.

(c) Prior to submitting a bid or proposal for a large state contract, each bidder or proposer who is an entity shall submit a certification (see Exhibit L) that such bidder or proposer has or has not made an investment as described in Paragraph 41(b) above.

(d) Any entity who makes a good faith effort to determine whether such entity has made an investment described in Paragraph 41(b) above shall not be subject to the penalties of false statement pursuant to this Paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity 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 Paragraph 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.

- (42) Prison Rape Elimination Act (PREA) - The Contractor /Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act (PREA) 28 C. F. R. Part 115, including its provisions for Zero Tolerance and employee training. Effective August 1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.

D. PROGRAM CONDITIONS

1. Administrative Terms

(1) Screening for Criminal and Motor Vehicle History

The Contractor shall screen all candidates for employment under this Agreement by obtaining verified criminal record and DCF abuse and neglect information prior to employment and shall have written criteria for the acceptance or rejection of persons with prior criminal records. Copies of the results of all background checks are to be shared with the Judicial Branch. The Judicial Branch reserves the right to require the Contractor to alter said criteria and the right to reject any candidate for employment based on reasons related to prior criminal record. Under no circumstances will the Contractor hire a person who has a pending arrest warrant or who has an active criminal justice status (i.e. a pending criminal charge, is on state or federal probation or parole, or is under the custody of the Judicial Branch, the Department of Correction or the Board of Parole). All candidates for employment must undergo a motor vehicle record check. Candidates that may be assigned to transport clients must have a valid motor vehicle operator's license for the operation of the transport vehicle. The Contractor shall have written criteria for addressing employees that receive a substantiated case of abuse/neglect or active criminal justice status (Parole, Dept. of Corrections, Probation, State or Federal). The Judicial Branch reserves the right to require the Contractor to alter such criteria.

(2) Periodic Program Review

The Contractor acknowledges that the services delivered under this Agreement and any duly executed amendment to this Agreement will be the subject of monitoring reviews and a program evaluation both of which will be conducted by the Judicial Branch or its authorized representative(s), at no cost to the Contractor. The Contractor agrees to fully cooperate in these reviews and program evaluation activities by providing access to all information and personnel necessary to complete the reviews and evaluations. It is the responsibility of the Contractor to respond to directives regarding reported non-compliance within the timeframe as stated by the Judicial Branch. Failure to do so may result in termination of this Agreement.

(3) Monthly Reporting by Contractor

If applicable or upon request, the Contractor shall prepare monthly statistical and narrative reports on the services delivered under this Agreement using the forms and formats provided by the Judicial Branch. These reports will be forwarded to the Judicial Branch by the 10th of the month following the month for which the reports are prepared. The Contractor shall provide copies of the reports to other agencies as directed by the Judicial Branch.

(4) Additional Reporting Requirements

The Contractor shall report to the Judicial Branch in any other form or manner on any activities concerning the operation and management of the program upon request by the Judicial Branch, within ten (10) business days or by a reasonable date specified by the Judicial Branch.

(5) Public Relations Matters

The Contractor will notify the Judicial Branch in advance of any press or public relations activities, regarding the services provided under this Agreement, when such activities are known in advance of their occurrence. The Contractor will forward any written information on all press and public relations activities pertaining to the services procured under this agreement to the Judicial Branch no later than monthly in conjunction with the monthly narrative report as required herein.

- (6) Reporting of Emergencies, Incidents or Accidents
The Contractor shall provide notification to the Judicial Branch of any events of an emergency nature including, but not limited to: automobile accidents, medical, fire, police, personnel incidents/arrests and any activity impacting the program, in accordance with the requirements of JBCSSD policy #5.28 Incident Reporting. The Contractor agrees to provide the Judicial Branch with a designated contact person and means for direct access to this person for response to such incidents.
- (7) Court Appearances
The Contractor agrees to provide appropriate personnel to appear in Court for the purpose of testifying to facts surrounding a client's involvement in any services rendered under this Agreement.
- (8) Program Site Location
The Contractor shall not relocate the site of the program during the period of this Agreement without prior written approval from the Judicial Branch. Judicial Branch approval of a proposed site must be secured before the Contractor enters into an agreement for the new site. The approval will be contingent upon assuring that the current obligations are satisfied at the new location and that, except for good cause as determined by the Judicial Branch in its sole and non-reviewable discretion, it is at no additional cost to the Judicial Branch.
- (9) Development of Performance Outcome Measures
During the period of this Agreement, the Contractor will participate with the Judicial Branch in the development and implementation of client based performance outcomes that measure the results for clients of programs/services provided under this Agreement.
- (10) Maximization of Third Party Payment
The Contractor agrees to cooperate with the Judicial Branch in assuring maximum reimbursement of funds from third parties including, but not limited to, Medicaid, SSI/SSD, TANF, private insurance and Husky programs, for services rendered to eligible clients.
- (11) Intake and Assessment/Contractor Data Collection System (CDCS)
The Contractor agrees to cooperate with the Judicial Branch in the development and utilization of a system where data related to client risk and need derived by Judicial Branch staff, as a function of the Judicial Branch Case Management Information System (CMIS), must be incorporated into the Contractor's intake, assessment and service delivery processes.
- (12) Prohibition Against Refusal of Program Appropriate Referrals Under this Service Agreement
The Contractor agrees that it will not refuse clients referred and deemed appropriate for the type and scope of services provided under this Agreement by the Court or Probation Officers, or another authorized Contracted Provider, unless arson is involved in the instant offense or in the client's background and that fact specifically excludes coverage by the Contractor's insurance provider, or unless otherwise prohibited by contract.
- (13) Use of Texting or Other Internet Communication
The Contractor agrees to ensure that social media communication with clients is limited to text messages and e-mails. The Contractor agrees that texting or e-mail is never the only method by which clients are notified of appointments or reporting expectations, and that it does not replace in-person contacts. The Contractor agrees that the content of text messages or emails to clients will not include names, specific court, probation, program references, or any other information that could expose client identity or court

involvement to an accidental observer of the message. The inclusion of provocative messages, pictures, threats or bullying is strictly prohibited. The use of texting will be at no additional cost to the Judicial Branch or the Contractor.

Only professional cell phone numbers (not Contractor staff's private phone numbers) should be used for texting. Such phones should be password protected. Alternatively, if a Contractor sends text messages from a computer, it should also be password protected.

As it relates to juvenile contracts, the Contractor agrees to obtain written parental permission before juvenile clients are allowed to receive any messages via text or other internet communication. The permission should indicate the specific authorized purpose of the communication (i.e. court reminders, general check-ins), and to what phone number(s) messages may be sent. By providing such phone numbers to the Contractor, parents confirm that receipt of such messages would not result in unwanted costs to the client.

If a Contractor chooses to use text messaging or other internet communication with clients, it should provide the Judicial Branch with a security protocol that addresses all of the issues raised by this Section.

2. Financial Terms

(1) Budget and Budget Revision

The Contractor shall provide services according to the budget and narrative or according to the rates/prices contained in **EXHIBIT A** which is attached hereto and incorporated herein. Except as noted below, any change to the line item budget contained in **EXHIBIT A** or a subsequently authorized budget, wherein the modification exceeds the allowable limit of +/- 10% of a line item total or \$500, whichever is greater must be requested in writing by the Contractor and must be approved by the Judicial Branch prior to the commitment and expenditure of those funds. In the case of costs for personnel and fringe, any change of +/- \$5000 or more, must be requested in writing by the Contractor and must be approved by the Judicial Branch prior to the commitment and expenditure of those funds. Any expenditures which are not approved in advance as required by the provisions of this paragraph are unallowable costs and the amount used for such expenditures will be returned to the Judicial Branch or may, at the option of the Judicial Branch, be deducted from future payments due the contractor under this Agreement unless an express written waiver is issued by the Judicial Branch.

(2) Periodic Reporting by Contractor

During the period of this Agreement Contractors with line item budgets will provide the Judicial Branch with financial reports in accordance with the procedures specified in the **CSSD FINANCIAL REPORTING AND REQUIREMENTS MANUAL 2014** in effect at the time of the execution of this Agreement and as it may be amended from time to time. A copy of the current version of the **CSSD FINANCIAL REPORTING AND REQUIREMENTS MANUAL 2014** is available upon request and is also posted on the Judicial Branch website at www.jud.state.ct.us/external/news/busopp/Default.htm. The contractor shall provide the Judicial Branch with these and any other financial reports requested by the Judicial Branch within ten (10) business days of the date specified by the Judicial Branch or, if no date is specified, within ten (10) business days of the request. Failure by the contractor to comply with the provisions of this paragraph allows the Judicial Branch, at its option, to withhold subsequent monthly payments until such time as the requested reports are provided.

- (3) Accounting and Return of Unexpended Funds
Upon completion of each State fiscal year under this Agreement and upon completion of the period of the Agreement during a State fiscal year, early termination of this Agreement, the Contractor shall make a final fiscal year financial report and shall return all unexpended funds to the Judicial Branch. This will be done via a check made payable to the State of Connecticut, Judicial Branch, within 45 days of completion of the fiscal year, contract term or early termination of this Agreement, whichever is earlier. If, upon review by the Judicial Branch of the quarterly financial statement, it is determined that there are unexpended funds such unexpended funds may be deducted from the payment(s) for the balance of the fiscal year. This will be accomplished through an amendment to this Agreement.
- (4) Cost Allocation Plan Approval
The Contractor is required to submit copies of all Board approved Cost Allocation Plans for direct, allocable as direct and administrative and general costs at the beginning of each fiscal year. In addition, the Contractor is required to provide copies of all associated administrative and general and allocable as direct cost pool allocation spreadsheets, prepared under the auspices of the approved Cost Allocation Plan. Both the Cost Allocation Plans and the associated spreadsheets will be provided to the Division of the Judicial Branch from which the Agreement originates. The Judicial Branch reserves the right to review and approve all such Cost Allocation Plans and associated spreadsheets submitted.
- (5) Generation of Income
The Contractor will report to the Judicial Branch on income generated to the Contractor by or on behalf of clients referred under this Agreement. These reports must be prepared according to the **CSSD FINANCIAL REPORTING AND REQUIREMENTS MANUAL 2014** in effect at the time of the execution of this Agreement and as it may be amended from time to time, and filed in conjunction with reports due under paragraph **D.2. (2)** of this Agreement, unless otherwise specified by contract.
- (6) Staff Vacancy Procedures
The contractor shall immediately notify the Judicial Branch CSSD Compliance Staff in writing of all vacancies in staff positions listed on Schedule 3 of the current approved budget.

The contractor shall provide written notification of the vacancy status to the Judicial Branch CSSD Compliance Staff every thirty (30) days until the position is filled.

The Contractor may make an offer to hire or promote any personnel, including internal program promotions, provided the candidate meets the minimum requirements of the job description as specified in this proposal, or any subsequent JBCSSD approved revision to the job description.

In any instance when the contractor wishes to hire a candidate that does not meet the minimum requirements / eligibility criteria that was identified by the bidder in their proposal or thereafter, and that was approved by the JBCSSD, or if the vendor wants to substitute experience for education, the Contractor will request written approval from JBCSSD and will receive a written response, typically within three (3) business days.

Any change to the job description(s) or minimum qualification(s) for staff positions contained in a current JBCSSD Agreement or subsequent Amendment, requires written approval from JBCSSD.

Any violation of the above requirements will be handled in accordance with Agreement
Section II (C)(9) Contractor Default/Cancellation.

E. SPECIAL TERMS

None.

EXHIBIT A

3611 Access and Visitation

Unit Cost Grid for Supervised Visitation

Geographic Area	Unit Cost
Northwest	\$85.00/hour

Unit Cost Grid for Transitions in Parenting

Geographic Area	Unit Cost
Northwest	\$100.00/hour

A.1 EXECUTIVE SUMMARY

May 6, 2016

Judicial Branch
90 Washington Street, 4th Floor
Hartford CT 06106
Attn: Katie Arnold

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RE: Proposal # 3611

Dear Ms. Arnold,

It is with great pleasure that I offer this proposal in response to **Part A of RFP #3611-Supervised Visitation and Transitions in Parenting**. In the past ten years Litchfield Visitation Service (LVS) has established an unmatched record of service in a safe, well-equipped, child-friendly setting. These services are offered in an easily accessible location yards from a state road that is served by public transportation and has ample parking. It is staffed with experienced professionals who deliver a state of the art program. Safety is implemented with monitored multiple entrances, metal detector screening, detailed safety plans, security systems, and remote panic buttons.

Our established program offers a seamless continuation of this high level of services. **Since 2011, LVS has conducted approximately 2500 hours of Supervised Visitations and Transitions in Parenting under the existing Access and Visitation grant to serve over 500 parents and 300 children.** LVS will be operational from the very first day of the grant period and will build on its excellent record to further the goals of increased healthy, meaningful interactions for non-custodial parents and their children.

Our demonstrated success in providing a high quality of service includes:

- More than 90% of referred families are being seen within a week of referral with flexible early morning, evening and weekend hours.
- Over the last ten years we have successfully provided interpreting services for Spanish, Portuguese, Deaf and Albanian speaking families and for physically challenged parents.
- Maintaining weekly consultations with Family Service Offices supervisors and counselors.
- Providing detailed written summaries of visitations that report on four specific domains of progress.

We look forward to continuing the strong relationships that have been built between our program, the Regional Family Service Offices we serve and the larger community of legal and therapeutic providers that support the judicial process. We continue to be pleased to consistently hear reports of positive feedback from both custodial and residential parents who have participated in our program. It is also gratifying to know our program is highly valued by our collaborating CSSD Supervisors, GALs and Attorneys.

Mr. Angelo M. Farenga MA, LPC, Program Director is the contact person at Litchfield Visitation Service authorized to make contractual commitments and to whom all questions and issues related to this proposal should be addressed. He may be contacted at the address, telephone, fax and email address below.

Litchfield Visitation Service accepts each of the terms and conditions as stated in RFP #3611 issued by the Judicial Branch and will be prepared to deliver services under this RFP on or before July 1, 2016.

Sincerely,

Angelo M. Farenga MA, LPC, NCC
Program Director
Litchfield Visitation Service
27 Siemon Company Drive Suite 354W
Watertown CT 06795

Telephone 860-417-2005
Fax 860-730-6225
E-mail lifeworks@outlook.com

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A2 ORGANIZATION PROFILE AND QUALIFICATIONS

A2.A ORGANIZATION SUBMITTING PROPOSAL

Litchfield Visitation Service

PO Box 186

Watertown CT 06795

Sole Proprietor

Angelo M. Farenga MA, LPC, NCC

Program Director

Advisory Council

Advisory Council members are consultants to the Program Director and provide expertise in various areas of management that contribute to the development and implementation of policies and procedures. Council members were selected based on their experience, knowledge base and familiarity with the Program and its foundational philosophy and professional objectives.

- Atty. Nancy Strini, retired
Connecticut Children's Law Center
Barkhamsted, CT 06059
- Dr. Molly Hinchman
Licensed Clinical Psychologist, Ph.D.
West Cornwall, CT 06796
- Kathy Service, MSW
645 Farmington Avenue
Hartford, CT 06119
- Dr. Richard Raskin
Psychologist, Ph.D.
Litchfield, CT 06759

A2.B ORGANIZATION CHART

Litchfield Visitation Service is a sole proprietorship.

Angelo M. Farenga MA, LPC serves as Program Director and provides direct services in Supervised Visitation. Program Director responsibilities include administrative and financial functions as well as clinical and professional oversight of services. Mr. Farenga has over 21 years of experience working with children and families and collaborating with other therapeutic, educational and legal providers who serve this population.

Cynthia Eastman, M.Ed., has extensive experience working with children in educational settings, previously providing professional development trainings for the Anti-Defamation League and administering interdistrict grants funded by the Connecticut Department of Education. In addition, she currently facilitates classes for UConn Torrington's Parent Education Program. Ms. Eastman provides direct supervision of Supervised Visitations, data collection/analysis, and program development as well as supervising typical functions of the program, conducting staff trainings and general oversight of the program.

A2.C DIVISION CHART

Litchfield Visitation Service's professional activities consist exclusively of Supervised Visitation Services as described in this proposal. Program personnel are supervised directly by the Program Director and by the Supervision Services Coordinator. The Advisory Council has a consulting role to the Program Director and makes no executive decisions regarding program administration or policies.

A2.D QUALIFICATIONS

Litchfield Visitation Service has been providing Supervised Visitation Services in Northwest Connecticut since January 2006. **Since 2011, LVS has conducted approximately 2500 hours of Supervised Visitations and Transitions in Parenting under the existing Access and Visitation grant to serve over 500 parents and 300 children.** A licensed therapist and a master's level educator have staffed the program from its origin. In addition, LVS has added a second licensed therapist to its part-time staff of social work and college graduates. The relatively small size of the organization allows LVS staff to become completely familiar with a family and address their particular needs throughout their service period, from intake to completion.

Our facility is conveniently located and easily accessible to the largest areas of population served by the grant. Public transportation is available from Waterbury; we are located minutes from Route 8 and I-84 and one block away from a state road. Our offices provide a secure arrangement of ample visitation rooms and distinct waiting areas that allow for safe transitions to take place in the conduct of parenting time between non custodial parents and their children. Floor plans are included in Section E – Appendix in this proposal.

All visitations are conducted according to Supervised Visitation Network Guidelines. Primary staff has been trained in SVN guidelines and all part-time staff undergo additional training provided by LVS staff. Each part-time supervisor is supervised by a primary staff member and is

debriefed after each session. In addition, LVS staff has long standing open and collaborative relationships with the Family Services Supervisors and staff, which facilitate the delivery of services to clients and maximize positive outcomes.

A2.E REFERENCES

Rick Richardson, Attorney at Law
Giuliano Richardson & Sfara LLC
39 Sherman Hill Road
Woodbury, CT 06798
203.263.0330

Giuliano Richardson & Sfara LLC are dedicated to providing experienced legal guidance in a caring environment.

Justine Rakich-Kelly, Executive Director
The Children's Law Center of Connecticut
30 Arbor Street, 4th Floor,
Hartford, Connecticut 06106
860-232-9993

The mission of The Children's Law Center is to protect poor children in family court cases and to advocate for systemic changes to the adversarial system and other policies that advance the well-being of children involved in family transitions.

A2.F RESTRICTIONS

In the past three years, LVS has not been banned prohibited, debarred, or otherwise restricted from doing business with any agency of the State of Connecticut or any other state or government agency.

A3 *STAFF EXPERIENCE AND QUALIFICATIONS*

Mr. Angelo M. Farenga MA, LPC, GAL Program Director

Leadership of this program is grounded in the Mr. Farenga's 21 years of clinical, administrative and supervisory experience working with children and families, community providers and state funded referral sources.

Before establishing the LVS program, Mr. Farenga provided clinical and administrative supervision of a Therapeutic Visitation Program serving DCF-referred families in the process of reunification with their children. In this capacity he supervised clinical staff and case managers in increasing parenting skills, repairing damaged relationships and improving family interactions.

Mr. Farenga is a practicing licensed therapist and completed GAL training in 2012. His current responsibilities as LVS Program Director include providing written clinical observations in the process of re-establishing parental contact. He has been qualified as an expert witness on numerous occasions.

Ms. Cynthia Eastman M. Ed. Supervision Services Coordinator

Ms. Eastman has extensive experience working with the educational and developmental needs of children and families in school settings. Her responsibilities for LVS include direct services to families as well as administrative and program development responsibilities.

In the area of educational programming, Ms. Eastman has written, coordinated and administrated State Department of Education Interdistrict Grant programs for a Connecticut regional educational service center. In addition, Mrs. Eastman is a diversity trainer emeritus for the Anti-Defamation League and co-presented a workshop on cultural competency for the Supervised Visitation Network in May 2009. She additionally facilitates classes in the State of Connecticut Parent Education Program.

SECTION B BUDGET/FINANCIAL

- B1 ATTACHMENT 1/UNIT COST GRID
- B2.2 OPERATING COSTS
- B2.A PROGRAM INCOMES
- B2.B PROGRAM INCOME SYSTEMS
- B3 IN KIND BUDGET
- B4 FINANCIAL MANAGEMENT SYSTEM
- B5 PROGRAM READINESS

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Unit Cost Grid for Supervised Visitation

Geographic Area	Unit Cost
Eastern	\$ _____/hr
Northwest	\$ <u>85.00</u> /hr
North Central	\$ _____/hr
Southwest	\$ _____/hr
South Central	

Unit Cost Grid for Transitions in Parenting

Geographic Area	Unit Cost
Eastern	\$ _____/hr
Northwest	\$ <u>100.00</u> /hr
North Central	\$ _____/hr
Southwest	\$ _____/hr
South Central	\$ _____/hr

Respondent Name



Date May 9, 2016

B2.2 OPERATING COSTS

For the Supervised Visitation and Transitions in Parenting Programs income has been incorporated into the unit price submitted in this proposal per RFP #3611.

B2.A PROGRAM INCOMES

Program income has been restricted to Grant Funding.

B2.B PROGRAM INCOME SYSTEMS

Grant funding will pay clients' fees.

B3 IN KIND BUDGET

There is no in kind budget for the Supervised Visitation and Transition in Parenting Programs.

B4 FINANCIAL MANAGEMENT SYSTEM

All financial management materials and records are kept in a secured computer and in a locked filing cabinet at the Litchfield Visitation Office on Microsoft Excel. Accounting is done on an accrual basis. The fiscal year runs from January 1st to December 31st.

The responsible parties for all financial transactions consist of the Program Director and a part-time bookkeeper.

B5 PROGRAM READINESS

Litchfield Visitation Service is currently providing these services under the existing grant and if selected will continue to deliver services to meet the requirements of RFP #3611.

Having provided Access and Visitation services continually for two consecutive grant award periods, Litchfield Visitation Service anticipates a seamless transition to continue to offer services. Upon acceptance of this proposal Litchfield Visitation Service will be prepared to offer Access and Visitations as outlined.

SECTION C PROGRAM NARRATIVE

- C1 SAFEGUARDING CONFIDENTIAL INFORMATION
- C2 CULTURAL COMPETENCY AND SERVICES TO CLIENTS WITH LEP
- C3 PROPOSAL SUMMARY
- C4 POLICIES, STANDARDS AND PROCEDURES
- C5 ORGANIZATION AND STAFF EXPERTISE
- C6 EXPERIENCE WITH COURT REFERRALS AND JUDICIAL PROCESS
- C7 TRAINING
- C8 PROGRAM OPERATIONS, STAFFING PATTERNS, SUPERVISORY RESPONSIBILITIES
- C9 CULTURAL DIVERSITY AND LANGUAGE NEEDS
- C10 PROGRAM HOURS
- C11 PROGRAM LOCATION, FACILITY DESCRIPTION
- C12 SECURITY
- C13 REFERRAL PROCESS
- C14 PROGRESS REPORTS
- C14 CONFIDENTIALITY
- C15 QUARTERLY REPORTING
- C16 OUTCOME MEASURES DATA COLLECTION
- C17 NO UNAUTHORIZED DATA COLLECTION
- C18 START DATE
- C19 SAFEGUARDING CONFIDENTIAL INFORMATION

C1 SAFEGUARDING CONFIDENTIAL INFORMATION

Clients' rights to confidentiality and the limitations of that right are discussed with each parent at intake. Staff is trained to protect client confidentiality according to HIPAA standards and Program Director is responsible for monitoring compliance with these guidelines. Parents are asked to sign releases at intake that permit program staff to make reports on the family's progress available to referral sources and to other treatment providers as indicated. Parents are informed that records confidentiality will be strictly maintained except under the following circumstances:

- In response to a subpoena request;
- In reports of suspected child abuse and neglect to the appropriate authority as required by law, and in reporting dangerousness or threats of harm to self or others as required by law.

C-1.A LVS will require a written referral form containing client identification and contact information for the involved parties from the Family Services supervisor and counselors. The referral form currently used includes names, addresses, dates of birth and phone numbers for the parents/guardians and the names and dates of birth of the children. These referral forms may also include the names of attorneys or GALs who are working with the family.

C-1.B The Program Director and the Supervision Services Coordinator will have access to the referral forms from Family Services.

C-1.C Information will be used to contact the families in order to set up the initial intake appointments. If the referral form contains case notes from the Family Services counselor, it is used to prepare for the needs of the family, i.e., suitable staffing, security concerns, developmental needs of the children or language needs of non-English speaking families.

C-1.D Records of family contacts and personal information will be secured in a locked cabinet at Litchfield Visitation Service. HIPAA Standards for the protection of client records will be maintained to ensure that they will not be accessible to unauthorized persons and that their physical integrity will be secured.

C-1.E Disclosure of any confidential information by a full- or part-time staff member will result in a written documentation of the incident and review of LVS confidentiality policy. Staff may be suspended until completion of policy review. Further breaches of confidentiality will result in dismissal.

C-1.F All information relating to clients and families will be stored in locked cabinet in secure location. Staff is trained in confidentiality precautions and will be given oral and written directives if observed not complying with protocols. There is no transmission of confidential information other than with requests from a Family Services supervisor or counselor. Records from inactive families are removed from the LVS premises and stored securely off-site for a period of one year after which they are destroyed.

C-1.G LVS will only transmit CSSD client data records or information in any form or medium through the LVS password protected email server or fax service.

C2 CULTURAL COMPETENCY AND SERVICES TO CLIENTS WITH LIMITED ENGLISH PROFICIENCY (LEP)

C-2.A The Supervision Services Coordinator was trained in cultural competency during her work with the Anti-Defamation League. In addition, both the Coordinator and the Program Director presented at an SVN National Conference on the topic of Cultural competency.

Litchfield Visitation Service will make every effort to address the needs of a diverse and cultural client base. LEP clients will be provided with translation services, which LVS has done in the past. Consultation with clients will be offered and referral sources are available to serve clients with special needs. LVS staff has a professional obligation to honor diversity and is committed to providing a bias-free environment to families.

C-2.B As in the past, LVS will make arrangements to provide LEP clients with comparable access to services from referral through the intake process to the completion of the program to insure that their experience isn't impacted by language limitations.

C3 PROPOSAL SUMMARY

The Litchfield Visitation Service program will provide a range of services aimed at supportive safe and secure family contact between children and non- custodial parents. **Two distinct protocols will be implemented** in providing services for the Supervised Visitations and the Transition in Parenting (TIP) components. These contacts will be supervised by CSSD approved staff in compliance with the Supervised Visitation Network Standards of Practice and in a structured environment that protects the emotional, physical and developmental needs of the children and the security and confidentiality of all involved parties. The authorized use of video and audio equipment will be available to record visitations for clinical review and security purposes.

All services will be provided at **Litchfield Visitation Service** location at 27 Siemon Company Drive Suite 354W in Watertown CT.

The Supervised Visitation protocol will focus on the protection and safety of the child/ren and all participants. Objective observations of the parent's ability to respond effectively to the child/ren's physical, emotional and developmental needs will be used to provide a factual report of the family's progress. Parents' competence in planning, implementing and supervising age appropriate activities in response to situations that arise are observed and noted. This forms the basis of a clear fact based record for each supervised visit.

TIP services will be used to assess viability of and facilitate parent/child contact where alienation or periods of estrangement have resulted in damaged relationships and dysfunctional interactions. A supportive visitation plan will be implemented based on the supervisor's assessment after meeting with the children and with each of the parents separately. This plan will provide opportunities for supportive interventions aimed at ameliorating the child/ren's conflicted feelings about desire for parental contact and their concerns regarding past experiences of dysfunctional interactions.

Visiting parent will participate in **pre-visit session** where parenting skills education will be provided. Individualized goals are developed on the basis of observed family interactions and referring source's reports on family and parenting history that have resulted in the need for supervised visitations.

TIP contacts are supported by staff directed interventions aimed at building on existing parental strengths with the goal of **establishing developmentally appropriate parent/child roles**.

The supervisor will make these interventions according to pre-established parenting goals. Parent will be introduced to needed parenting skills and will be coached in practicing nurturing and supportive responses to address child/ren's loyalty conflicts. The supervisor will assist the visiting parent in recognizing **child/ren's need to resolve the child's internal struggle** between desire for connection and anxieties about past negative experiences.

Oral reports on progress will be provided weekly and will be based on clinical observations of visiting parent's demonstrated ability to make appropriate parenting choices. Parenting responsibilities regarding the programming and supervision of visitation activities will be evaluated for their effectiveness in response to the children's developmental and treatment needs.

C4 POLICIES, STANDARDS AND PROCEDURES

Litchfield Visitation Service is a member of the Supervised Visitation Network and follows the SVN Standards in the provision of services outlined in this proposal. These Guidelines cover all aspects of visitation services as they relate to the following administrative responsibilities:

Program Operations

As outlined in this proposal Litchfield Visitation Services will conduct supervision of visitations in approved venue with qualified staff and in accordance with protocols (Supervised Visitation and Transition in Parenting) defined in section C-3 above.

Safety and Security

Assessment of safety risk level presented by referred family will be conducted at intake to determine adequate level of staffing and security needed for safe visitations to take place. Visitation protocol requires parents to follow specific arrival and departure instructions that prevent parental contact in all cases. All visiting parents will be screened by the use of the CSSD provided metal detection wand at the beginning of each visit. The Supervision Services Coordinator attended CSSD metal detection wand training and will train other staff as needed.

As necessary additional detailed procedures that support compliance with all Protective/Restraining Orders are also reviewed with each parent at this time. The use of separate entrances, separated waiting areas and video camera monitoring allow staff to have visiting parent in a separate waiting room before the custodial parent and children are asked to enter the building. The custodial party is greeted in a separate area away from the waiting visiting parent and staff then escorts the children to the visitation room.

In addition supportive safety measures will be implemented as deemed necessary by the responsible supervisor at any time during delivery of services. Staff is trained in the use of emergency procedures that include physically removing children from the presence of threats to a separate and secure area of the facility, alerting support staff with mobile and fixed alarm buttons and calling 911.

The safety of all participants will be the first priority of all decisions regarding the provision of these services. All adult clients will remain responsible and accountable for their own actions, since no provider can unilaterally guarantee safety. Prior contacts with local police are

already in place to facilitate accessing emergency responders if such situations arise in the context of family visitations.

As no provider can unilaterally guarantee safety; adult clients remain responsible and accountable for their own actions.

Evaluations and Recommendations

Litchfield Visitation Service will restrict reports to observable interactions that indicate the level of progress demonstrated by participating clients and to their compliance with program guidelines. All supervisors are required to record what they see and hear in abbreviated form providing an outline of what happens on a visit. Opinion and judgments are avoided by the writers. No prediction is intended about unsupervised contact between the parent and child/ren.

Provider Responsibility to Visiting Children

Parents are responsible for the care of the child and the child's belongings during supervised visits unless otherwise specified by court order. Provider is responsible for the care and protection of a child during the transition of the child from one parent to another.

Staff

In addition to meeting the general and special qualifications, skills, knowledge, and training and education to provide service in accordance with this proposal staff will meet the following criteria:

Maintain a neutral role

Have no conflict of interest

Have no conviction of child molestation, child abuse, or other crimes relating to children

Have no conviction of a violent crime and/or on probation or parole during the last five years

Have had no civil or criminal restraining order issued against him or her within the last five years

Have no current or past court order in which the provider is the person being supervised

Intake and Orientation

Intake assessment

Separate intake assessment is conducted with custodial and non-custodial parent to sign conditions of participation, authorizations to release information and other documents.

Orientation to visitation guidelines and parental expectations also takes place at this time. A plan for ending visit at the request of child/ren is developed. The custodial parent is informed that they will be asked to help the child/ren transition at the start of the visit and will then be expected to leave and be available by phone for the duration of the visit. Alternative approved contacts are determined if custodial parent is not going to be available as planned.

Meeting with child/ren with (and without) the custodial parent to introduce staff, review visitation arrangements and assess the child/ren's level of preparedness for contact with the non-custodial parent. Appropriate visitation activities will be planned based on the family's readiness.

Supervised visit are conducted in safe setting with trained supervisor present at all times. Authorized video and sound recording of contact is also available for clinical review and to increase security. Supervisor facilitates transition of the child/ren back to custodial parent and custodial parent is informed of child/ren's participation in visit activities. Any significant

incidents are reported to custodial parent to help in dealing with possible behavioral manifestations that may be later exhibited by the child/ren. The visiting parent is asked to wait in a secure separate waiting room to allow the custodial party time to leave the parking lot. When necessary the parking lot can be visually monitored by staff to ensure the custodial party has left before the visiting parent is asked to leave his assigned waiting area.

Staff Preparation for Visits

Staff has received training to ensure that Conditions of Participation are respected and will request that participants remain within eyesight at all times and that contents of all conversations are audible. In addition Staff will participate in the intake process and/or will be briefed on any family specific safety arrangements and introduced to the family by intake staff.

Interventions to End Visits When Necessary

Staff has received training on procedures to implement when conditions of participation are being violated and termination of visitation is indicated as per Supervised Visitation Network Standards of Practice. (<http://www.svnetwork.net/standards.asp>)

Feedback to Parents after Visits

Staff will provide appropriate feedback to parents after visit has ended. Visiting parent may be asked to participate in parenting education and custodial parent will be informed about visitation activities and child/ren's participation.

Termination of Services

Reasons for terminating visits may include:

- Safety concerns or other case issues that cannot be effectively managed by the provider.
- The parent's failure to comply with the conditions or rules for participation in the program.
- Threat of or actual violence or abuse.
- Excessive demand on the provider's resources.

If a **child refuses to visit** with the non-custodial party in such a way or for such a period of time that it raises concerns that continuation of services may be detrimental to the child's safety and emotional well-being, then the supervisor will suspend services pending resolution of the issue. A meeting or phone consultation will be arranged with CSSD staff and other involved representatives (GAL, Attorneys for the parents, other providers) to decide the best course of action in these circumstances.

Special Standards for Situations Involving Abuse

Special arrangements are developed with each family at intake to provide safe access and separate entry to visitation venue. A plan for safe arrival and departure and safe use of the service for the client at risk is then implemented based on family need. **See Safety and Security.**

Confidentiality

Limits of confidentiality are discussed with each client at intake.

Signed authorizations are obtained from participants to allow for the disclosure of relevant information as defined by the specific releases.

Declining Unsafe Cases

Litchfield Visitation Service will collaborate with the referral source and with other community professionals to implement a safe and secure plan of visitation for all referred families. When no viable plan is possible Litchfield Visitation must decline cases that threaten the safety of any of the participants.

C5 ORGANIZATION AND STAFF EXPERTISE

Litchfield Visitation Services currently offers visitations in neutral setting that is child-friendly and allow for prudent family activities that can be adequately supervised. Therapeutic supervised visitations are also available. These visits are supervised by a Master's level professional to support positive parenting skills and nurture age appropriate relationships. Supervised exchanges and intermittent supervision are also provided where appropriate.

The Program Director, Mr. Angelo Farenga

As Program Coordinator the Family Center of Wheeler Clinic; Mr. Farenga was responsible for clinical, administrative and supervisory responsibilities for a DCF granted program providing therapeutic supervised visitations. Visits were provided for children in DCF care whose parents were frequently dually diagnosed and dealing with educational, legal and economic disadvantages.

In this position he supervised direct care and clinical staff in providing therapeutic interventions for clients, coordinating contacts with DCF, legal, educational and medical providers. Progress with visitation goals was followed by implementation of expanded services which included off ground, home and overnight visits. Coordination with in-home services and referral to other community resources was an essential component of treatment.

Administrative responsibilities included hiring, training and ongoing supervision of case management and clinical staff. Ongoing written and oral progress reports on all families were provided to DCF workers and supervisors.

Ms. Cynthia Eastman M. Ed. Supervision Services Coordinator

Ms. Eastman has extensive experience working with the educational and developmental needs of children and families in school settings. She has provided direct services to families since the implementation of the previous program under the supervision of Mr. Farenga and has completed continued education in the form of training with the Supervised Visitation Network. She is also registered for a Mediation Certification program to be completed at the end of March 2011.

Ms. Eastman's K-12 education skill adapts readily to the Visitation setting. Additionally, her diversity training with the Anti-Defamation League provides her with the culturally sensitive facilitation skills to help guide families to their best outcomes.

C6 EXPERIENCE WITH COURT REFERRALS AND JUDICIAL PROCESS

LVS has had extensive experience over the last 10 years accepting court referrals from the Waterbury, Danbury and Litchfield Family Services Supervisors and collaborating with GALs and attorneys in facilitating the resolution of parenting access conflicts within the judicial

process. A descriptive and narrative summary format specially developed by LVS for this purpose is used to present factual data about the process of supervised visitations and the ability of both parents to comply with co-parenting arrangements developed and practiced with the family's participation. LVS written summaries and frequent oral reports have served a major role in informing the Family Services Supervisors and the court system on the progress of parents towards agreement regarding unsupervised contact by the non-custodial parent.

Court appearances in response to subpoena requests have been an ongoing responsibility of Program Director Mr. Farenga's professional experience. As program coordinator for a major mental health provider in Central Connecticut Mr. Farenga gained extensive experience in responding to subpoenas, providing reports to court services officers and in preparing program staff when responding to subpoenas. Mr. Farenga has been qualified as an expert witness on numerous occasions in order to testify in permanency planning and TPR court proceedings.

C7 TRAINING

Litchfield Visitation Service staff is trained according to Supervised Visitation Network guidelines in the following areas of expertise:

Safety for all participants, Provisions of service to parents and children with mental health and developmental issues or other physical or emotional impairment,	Child abuse and neglect, including child sexual abuse
Mandatory child abuse reporting,	Parent introduction/re introduction, Parenting skills
Professional boundaries	Assertiveness training and conflict resolution, How and when to intervene during visits or exchanges to maintain the safety of all participants
Basic stages of child development	Observation of parent/child interactions
Confidentiality, and maintaining neutrality	Preparation of factual observation notes and reports
Effects of separation and divorce on children and families	Substance abuse
Cultural sensitivity and diversity	Relevant laws regarding child custody and visitation and child protection
Family violence, including domestic violence and the effects of domestic violence on children	Conflict of Interest
Family violence, including domestic violence and the effects of domestic violence on children Grief and loss associated with parental separation and removal from the home due to child abuse and neglect	

C8 PROGRAM OPERATIONS, STAFFING PATTERNS, SUPERVISORY RESPONSIBILITIES

Visits will be supervised by one staff person in the room with the family and will be supported by at least one other staff member who will be available to assist in situations where additional help is necessary. In cases where families have a large number of participants or present specific safety management risks two or more staff persons may be used in the same room. Trained substitute staffing is available to provide emergency coverage.

Both primary supervisors are trained to conduct visitations and have Masters level academic credentials. The Program Director is responsible for providing supervision to current staff in collaboration with the Supervised Services Coordinator.

C9 CULTURAL DIVERSITY AND LANGUAGE NEEDS

Litchfield Visitation Service will make every effort to address the needs of a diverse and cultural client base. LEP clients will be provided with translation services, which LVS has done in the past with the collaboration of CSSD. LVS has access to many outside resources for translating program documents.

C10 PROGRAM HOURS

Day	Daytime Hours
Monday	8:00 pm to 7:00 pm
Tuesday	8:00 pm to 7:00 pm
Wednesday	8:00 pm to 7:00 pm
Thursday	8:00 pm to 7:00 pm
Friday	8:00 pm to 7:00 pm
Saturday	8:00 pm to 5:00 pm

Litchfield Visitation Services will follow the above calendar of hours as standard scheduling practice. Special arrangements will be considered for extraordinary availability for clients with unusual needs.

C11 PROGRAM LOCATION, FACILITY DESCRIPTION

Supervised Visitation and Transition in Parenting services will be provided at 27 Siemon Company Drive in Watertown CT. This fully handicap accessible building offers ample on site parking, multiple entrances and exits, alarmed entry system and flexible room arrangements that can be used by families with varying number of participants. Kitchen facilities, board games, arts and crafts and an assortment of developmentally appropriate toys are provided to allow for a full range of family activities. Restrooms are easily accessible. These services are offered in an easily accessible location within short distance of major highways (Routes 8 and I-84) and conveniently located to the areas of population density served by this RFP. Hourly bus service is available from the city of Waterbury.

C12 SECURITY

Conditions of Participation clearly require a client's strict compliance in order to receive visitation services and are reviewed at intake with both parents and must be signed before visits can take place. **Please refer to Appendix for copy of Conditions Document.** Conditions of Participation specify policies regarding unsafe behaviors, consequences of attending sessions under the influence of substances, and the prohibition of threats and physical discipline and of dangerous objects or weapons. In addition, parents are informed that they must comply with pre-arranged timing of arrival and departure as a condition of participation. This allows the child to transition more smoothly between parents and also ensures that the custodial party has left the premises before supervising staff discharges the visiting parent. When needed staff has **visual monitoring ability** from office windows situated above the parking lot to ensure that the custodial party has left.

Safety planning begins at referral by consultation with referring Family Services Supervisor continues at intake and at each visit thereafter. The visiting parent is required to arrive at least 10 minutes earlier than the custodial party to each visit and to wait in a designated area that is separate from the actual visitation space. This time is used by staff to assess the readiness of the parent and his/her ability to comply with safety planning expectations before the children and custodial parent are on the premises. Clients are assessed for the potential of harm to self or others and provided with services appropriate to the need. If applicable any other individuals at risk will be notified. Out of control clients can be isolated in this **secured waiting area** and staff is trained to call for additional program support or to dial 911 as necessary.

Visitation supervisors are trained in safety protocols, and have available in each room emergency numbers for Police, Emergency Mental Health Services, and emergency contacts for custodial parent. In the case of a threat to self or others a safety planning intervention will take place involving outside support systems: police, mental health crisis intervention team and family members.

Should parents exhibit dangerous behaviors after a visit has begun staff will implement safety protocol by removing the child/ren to a **designated secondary location**; and will call for additional program support or dial 911 as necessary. (See floor plan in Appendix) During visits supervisors will have a cell phone and a mobile alarm button available at all times.

C13 REFERRAL PROCESS

LVS will make every effort to contact family immediately after referral; intake time will be offered on the same day that client is reached by phone for a date within a week of initial contact. After both parents have completed intakes, signed releases and informed consent and Conditions of Participation agreement, program staff will be introduced to children by custodial parent and will review safety concerns, transportation arrangements, children's feelings about contact, plan for ending visit at request of child and availability of custodial parent during visit.

Consultations with GALs, referring sources and parents' attorneys will be used to facilitate arrangements that are responsive to the individual parties' needs and reasonable limitations.

Litchfield Visitation Service has had an excellent rapport with Family Services Staff since January 2006 and has consulted with Unit Supervisors in the development of previous program policies and in the development of reporting documentation. Please refer to Section C.6 for further information.

C14 PROGRESS REPORTS

Verbal consultations with referring sources are welcomed at any time during the process of visitation and may be initiated by program staff whenever deemed appropriate. Written documentation which reflect client's punctuality, preparedness, consistency and general progress with visitation goals will be made available to Family Service Office Supervisors at their request. Parenting skills proficiency, quality of interactions and demonstrated progress will be noted in objective and factual terms. In the TIP protocol a narrative report will be provided that identifies treatment goals, parent's progress in achieving objectives and the family's overall preparedness to advance to the next therapeutic level of visitation.

C15 QUARTERLY STATISTICS

Litchfield Visitation Service agrees to submit quarterly statistics to CSSD Administration that enumerates the number of clients served, number of treatment hours provided, the number of cases closed and outcome analysis for Supervised Visitation and Transition in Parenting.

Litchfield Visitation Service Program Director will be attend or will designate appropriate staff to attend quarterly meetings with CSSD Administration to discuss the cases in Supervised Visitation and Transition in Parenting as well as other activities associated with the Access and Visitation grant.

C16 OUTCOME MEASURES DATA COLLECTION

Litchfield Visitation Service agrees to cooperate with gathering outcome measures, qualitative client level data related to Supervised Visitation and Transition in Parenting.

C17 NO UNAUTHORIZED DATA COLLECTION

Litchfield Visitation Service agrees that no data collection, surveying or any other forms of information gathering or program evaluation will occur without written consent of the CSSD.

C18 START DATE

Litchfield Visitation Service is ready to accept referrals for the Supervised Visitation and Transition in Parenting programs on or before July 1, 2016 upon acceptance of this proposal. Staff is available to accept referrals, conduct intakes and schedule services for hours indicated in section C-10.

C19 SUPERVISED VISITATION NETWORK

Litchfield Visitation Network has been a member of the Supervised Visitation Network since 2006 and has integrated its Standards for Supervised Visitation Practice into our policies and procedures. Staff is encouraged to take advantage of trainings and webinars when available.

LIFEWORKS
Litchfield Visitation Service

Katie Arnold
Judicial Branch
Materials Management Unit
90 Washington Street, 4th Floor
Hartford CT 06106

July 11, 2016

Dear Katie:

Please find below our written statement regarding secure client data as included in the LVS proposal for CSSD #3611.

In regard to Section C-1.G: LVS will only transmit CSSD client data records or information in any form or medium through the LVS password protected email server or fax service.

Please don't hesitate to contact us if further information is required.

Thank you,



Angelo Farenga, MA, LPC, NCC
Program Director
Litchfield Visitation Service
860-417-2005

EVIDENCE OF INSURANCE

Master Policy Named Insured National Professional Purchasing Group Association, Inc. c/o Lockton Affinity, LLC P. O. Box 410679 Kansas City, Missouri 64141-0679	THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE EVIDENCE HOLDER. THIS EVIDENCE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE CERTIFICATE DESCRIBED BELOW.
Named Insured Member: Angelo Farenga DBA LIFEWORKS Po Box 186 Watertown, CT 06795-0186 Member Certificate Number: 120-1001505-02 Primary Occupation: NBCC Licensed or Certified Professional Counselor Secondary Occupation:	INSURERS AFFORDING COVERAGE: Certain Underwriters at Lloyd's, London

THE EVIDENCE OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOCUMENT MAY PERTAIN, THE INSURANCE AFFORDED BY THE CERTIFICATE ISSUED TO THE MEMBER NAMED ABOVE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE MASTER POLICY TO WHICH IT REFERS TO. AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

1. Unique Market Reference Number: B0713GLOPR1400702

2. Policy Period: The **Policy Period** shall commence during the **Policy Period** set forth below. Coverage shall commence from the date upon which the **Named Insured** holds a valid RPG membership during the **Policy Period** and shall continue up to but not exceeding 365 days in all.


From: 08/11/2015
To: 08/11/2016

Both dates at 12:01 a.m Local Time at the address listed in Named Insured stated above.

3. Policy Administrator: Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679

4. Insuring Agreements and Limits of Liability

A. Professional Liability:	
i. Each Claim includes Claims Expenses	\$1,000,000
ii. Aggregate Limit of Liability includes Claims Expenses	\$3,000,000
B. General Liability (includes Host Liquor Liability)	
i. Each Claim includes Claims Expenses	\$1,000,000
ii. Aggregate Limit of Liability Includes Claims Expenses	\$3,000,000
C. Fire/Water Damage Legal Liability from any one fire or Water Damage includes Claims Expenses	\$100,000
D. Medical Expense Payments	
i. Each Person	\$2,000
ii. Aggregate Limit of Liability	\$50,000
E. Policy Aggregate Limit of Liability includes Claims Expenses	\$3,000,000
Supplementary payments are in addition to these limits.	

ADDITIONAL INSURED	CANCELLATION
State of Ct Judicial, Office of The Court 90 Washington Street Fl4 Hartford,, CT 06106	SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE 

Effective date of this Endorsement: *

This Endorsement is attached to and forms a part of Policy Number: *

Issued by Certain Underwriters at Lloyds, London referred to in this endorsement as either the "Insurer" or the "Underwriters"

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALLIED HEALTH PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

In consideration of the additional premium listed below, the Entity or Individual shown below shall be included as an **Additional Insured(s)**, but only as respects to **Claims** arising out of any negligent act, error or omission of the **Named Insured** under this insurance.

State of Ct Judicial, Office of
The Court

90 Washington Street Fl4, Hartford,, CT 06106

NAME

ADDRESS

Additional Premium: Included

All other terms, exclusions and conditions of this Policy remain unchanged.

* Information required to complete this Endorsement at inception, if not shown, will be shown in the Declarations.



Authorized Representative

JUDICIAL BRANCH CERTIFICATION REGARDING LARGE STATE CONTRACTS

(Pursuant to General Statutes §4-252(b))

**** INSTRUCTIONS:** This form is not to be completed by the bidder or vendor;
rather, it will be completed by the Judicial Branch at the time the contract is
executed.**

The undersigned representative of the State of Connecticut, Judicial Branch, who is
authorized to execute this contract, hereby certifies that the selection of the most
qualified or highest ranked 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.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false
statement.

Contract # 3611-03

Stephen R. Grant

Name (Print)



Signature

Executive Director

Title

8/9/16

Date

Sworn and subscribed before me on this 9 day of August, 2016.

Rookmanie Bissessar

Notary Public/Commissioner of the Court

Rookmanie Bissessar

Name (Print)

Commission Expires 7/31/2021