



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING

Monday, June 3, 2019

4:30 p.m.

Gateway Center – 2nd Floor Board Room

Chair: Mr. Joseph Rodriguez

Action Items

A. INFORMATION ONLY

1. The Superintendent approved an Agreement by and between the New Haven Board of Education and Dr. Stephen Updegrave, to provide compliance oversight and medical consultation to Nurse Practitioners in School Health Centers, from August 20, 2019 to June 30, 2020, in an amount not to exceed \$8,000.00.

**Funding Source: School Health Center Program
Acct. #2512-5124-56694-0000**

(Pages #7-10)

2. The Superintendent approved an Agreement by and between the New Haven Board of Education and Dr. Richard DelVecchio, DDS, to provide clinical oversight to dental hygienists and support staff in dental clinics at Barnard, King Robinson, Troup, Hill Central, Truman and Brennan Rogers schools, from July 1, 2019 to June 30, 2019, in an amount not to exceed \$10,000.

**Funding Source: Medicaid Account Program
Acct. # 2534-5408-56694**

(Pages #11-18)

3. The Superintendent approved Amendment #1 to Agreement # 96273108 with Eli Whitney Museum, to increase the number of sessions at Davis Street Academy from 20 sessions by 15 to 35 sessions, and to increase funding of \$11,975 by 4,575.00 to \$16,550.

**Funding Source: Extended School Hours Program
Acct. # 2579-5326-56694-0009**

(Pages #19-23)

4. The Superintendent approved an Agreement by and between the New Haven Board of Education and Lisa Swain, ED.S, to provide observation, coaching and modeling for the Headstart Leadership Team, from April 30, 2019 to June 30, 2019, in an amount not to exceed \$6,187.50.

**Funding Source: Head Start Program
Acct. # 2568-5315-56694-0443.**

(Pages #24-35)

B. ABSTRACTS

1. To approve the Abstract, Program Enhancement Project, (PEP), Adult Education, in the amount of \$110,000.00 for July 1, 2019-June 30, 2020.

Funding Source: CT Department of Education

Presenter: Ms. Michelle Bonora

(Pages #36-42)

2. To approve the Abstract, School Health Center Grant, in the amount of \$1,340,682.00 for July 1, 2019 to June 30, 2020.
Funding Source: CT Department of Public Health
Presenter: Ms. Sue Peters
(Pages #43-48)
3. To approve the Abstract, New Haven School Readiness Grant, in the amount of \$8,137,572.00 for July 1, 2019 to June 30, 2020.
Funding Source: CT Office of Early Childhood (OEC)
Presenter: Ms. Denise Duclos
(Pages #49-55)

C. AGREEMENTS

1. To approve Amendment # 2 to Agreement # 96178107 with Arte Inc., to increase the number of sessions at Davis School from 43 sessions by 15 to 58 and to increase the number of sessions at Clinton Avenue School from 32 sessions by 7.5 to 39.5 sessions; and to increase funding of \$30,200.00 by \$4,500.00 to \$34,700.00.
Funding Source: Extended School Hours Program
Acct. # 2579-5326-56694-0009 (\$3,000.00)
Extended School Hours Program
Acct. # 2579-5326-56694-0006 (\$ 1,500.00)
Presenter: Ms. Gemma Joseph Lumpkin
(Pages #56-63)
2. To approve Amendment #1 to Agreement # 962775051 with Friends Center for Children, to increase funding of \$247,800.80 by \$2,031.97 to \$249,832.77, to reflect COLA increase from the CT Office of Early Childhood.
Funding Source: School Readiness & Child Day Care Program
Acct. # 2090-6275-56697
Presenter: Ms. Denise Duclos
(Pages #64-66)
3. To approve Amendment #1 to Agreement #96275050 with Lulac Head Start, to increase funding of \$621,588.24 by \$5,097.02 to \$626,685.26, to reflect COLA increase from the CT Office of Early Childhood.
Funding Source: School Readiness & Child Day Care Program
Acct. # 2090-6275-56697
Presenter: Ms. Denise Duclos
(Pages #67-69)
4. To approve Amendment #1 to Agreement #96275077 with Morning Glory, to increase funding of \$163,854.08 by \$1,343.60 to \$165,197.68, to reflect COLA increase from the CT Office of Early Childhood.
Funding Source: School Readiness & Child Day Care Program
Acct. # 2090-6275-56697
Presenter: Ms. Denise Duclos
(Pages #70-72)

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5. To approve Amendment #1 to Agreement #96275080 with Montessori on Edgewood, to increase funding of \$204,817.60 by \$1,679.50 to \$206,497.10, to reflect COLA increase from the CT Office of Early Childhood.
Funding Source: School Readiness & Child Day Care Program
Acct. # 2090-6275-56697
Presenter: Ms. Denise Duclos
(Pages #73-75)
 6. To approve an Agreement by and between the New Haven Board of Education and Yale New Haven Hospital to provide licensed Nurse Practitioners, Social Workers and office managers in School Health Centers at Mauro-Sheridan, Troup, Hillhouse, Career and Barnard schools, from July 1, 2019 to June 30, 2020, in an amount not to exceed \$372,289.00.
Funding Source: School Heath Center Program
Acct. # 2512-5124-56694
Presenter: Ms. Sue Peters
(Pages #76-100)
 7. To approve an Agreement by and between the New Haven Board of Education and Clifford Beers Guidance Clinic to provide two licensed Social Workers in School Health Centers at Clinton Avenue and Fair Haven schools, from July 1, 2019 to June 30, 2020, in an amount not to exceed \$83,958.00.
Funding Source: School Heath Center Program
Acct. # 2512-5124-56694
Presenter: Ms. Sue Peters
(Pages #101-123)
 8. To approve an Agreement by and between the New Haven Board of Education and Cornell Scott Hill Health Center to provide licensed Nurse Practitioners, Social Workers and/or office managers in School Health Centers at Roberto Clemente, King Robinson, Truman, Troup (social work services only) and Lincoln Bassett, (social work services only), from July 1, 2019 to June 30, 2020, in an amount not to exceed \$299,434.00.
Funding Source: School Heath Center Program
Acct. # 2512-5124-56694
Presenter: Ms. Sue Peters
(Pages #124-141)
 9. To approve an Agreement by and between the New Haven Board of Education and Fair Haven Community Health Center, to provide licensed Nurse Practitioners, Social Workers and office managers in School Health Centers at Fair Haven, Clinton Avenue, Wilbur Cross and John Martinez schools, from July 1, 2019 to June 30, 2020, in an amount not to exceed \$195,843.00.
Funding Source: School Heath Center Program
Acct. # 2512-5124-56694
Presenter: Ms. Sue Peters
(Pages #142-161)
 10. To approve an Agreement by and between the New Haven Board of Education and Alyssa LaFogg, to serve as the Office Manager and Certified Nursing Assistant at the Lincoln Bassett School Health Center, from July 1, 2019 to June 30, 2020, in an amount not to exceed \$27,337.00.
Funding Source: School Health Center Program
Acct. # 2512-5124-56694

Presenter: Ms. Sue Peters
(Pages #162-167)

11. To approve an Agreement by and between the New Haven Board of Education and Elicia Lupoli, to provide preventive dental care in School Dental Clinics at Barnard, King Robinson and Brennan-Rogers schools, from July 1, 2019 to June 30, 2020, in an amount not to exceed \$55,300.00.

Funding Source: **Medicaid Account Program**
Acct. # 2534-5408-56694

Presenter: Ms. Sue Peters
(Pages #168-176)

12. To approve an Agreement by and between the New Haven Board of Education and Institute of Professional Practice, to 7 behavioral therapists and 1 BCBA/BCBA clinician for the New Haven Public School Intensive Autism Program, from July 1, 2019 to June 30, 2020, in an amount not to exceed \$40,000.00.

Funding Source: **IDEA Handicapped Program**
Acct. # 2504-5034-56903

Presenter: Ms. Typhanie Jackson
(Pages #177-181)

13. To approve the Renewal of an Agreement by and between the New Haven Board of Education and Artis Energy Intelligence, 362 Industrial Park Road, Suite 7, Middletown, CT to provide Energy Monitoring Services to various New Haven Public Schools for the period of July1, 2019 to June 30, 2020, in an amount not to exceed \$94,860.00.

Funding Source: **Capital Projects**

Presenter: Mr. Joseph Barbarotta
(Pages #182-193)

14. To approve an Agreement by and between the New Haven Board of Education and Advanced Office Systems (AOS), 296 East Main Street, Branford, CT to provide Network Server Maintenance and Support Services to the NHPS for the period of July 1, 2019 to June 30, 2020, in an amount not to exceed \$266,240.

Funding Source: **2019-20 Operating Budget – Data Processing**
Acct. #190-47200-56694

Presenter: Mr. Michael Pinto
(Pages #1948-205)

15. To approve a Lease Agreement by and between the New Haven Board of Education and Gateway Partners, LLC, 30 Lewis St., 4th floor, Hartford, CT for the lease of 1,733 sq. ft. of office space for the Registration/Magnet Office located on the 1st floor of Gateway Center from July 1, 2019 to June 30, 2020, in an amount not to exceed \$20,362.75 to be paid in equally monthly installments of \$1,696.90.

Funding Source: **2019-2020 Operating Budget**
Acct. #190-47000-56652

Presenter: Mr. Michael Pinto
(Pages #206-216)

16. To approve a Lease Agreement by and between the New Haven Board of Education and Gateway Partners, LLC, 30 Lewis St., 4th floor, Hartford, CT for the lease of 7,533 sq. ft. of office space for the Curriculum Supervisors located on the 8th floor of Gateway Center from July 1, 2019 to June 30, 2020, in

an amount not to exceed \$93,000 to be paid in equally monthly installments of \$7,750.

Funding Source: 2019-2020 Operating Budget
Acct. #190-47000-56652

Presenter: Mr. Michael Pinto
(Pages #217-227)

17. To approve a Lease by and between the New Haven Board of Education and New Haven Plaza, 540 Ella Grasso Blvd., New Haven, CT for the lease of approximately 40,000 sq. ft. of space located at 580 Ella Grasso Blvd. to house the Adult and Continuing Education Center, from July 1, 2019 to June 30, 2020, in an amount not to exceed \$380,000 to be paid in 12 equal installments of \$31,667.

Funding Source: Special Funds – Adult Education
Acct. #2503-5014-56652)

Presenter: Mr. Michael Pinto
(Pages #228-239)



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Sue Peters, Director SHCs/Dental Clinics
Date: May
Re: Agreement: Dr. Stephen Updegrove
Proposed Meeting Date: June 2019

Executive Summary/ Statement:

Approval is requested for an Agreement by and between the New Haven Board of Education and Dr. Stephen Updegrove. As the medical director for the SHCs at Lincoln-Bassett and Riverside Academy Dr. Updegrove will provide compliance oversight, and medical consultation to the Nurse Practitioners for students seen in the SHC for acute, chronic and preventive assessment, diagnosis, treatment, referrals and follow up care. This role is required for outpatient clinic licensure in CT.

Amount of Agreement and the Daily, Hourly or per Session Cost:

\$70/hr Total Contract: \$8,000.

Funding Source & Account #: 2512-5124-56694

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:

SHCs keep our students healthy, well and in school. Our SHC licensed Nurse Practitioners provide students with acute, chronic and preventive medical care in school, thereby reducing barriers to care, improving health and preventing absenteeism/missed class time so students are in school and available to learn. SHCs are a proven evidence based strategy to improve both health and learning of students and youth and prevent absenteeism for health reasons.

2. What specific need will this contractor address?

All SHCs must have a designated medical director as a requirement for outpatient medical clinic licensure in CT

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe: Dr. Updegrove has been the medical director at Lincoln Bassett for the past 5 years, and has consistently gone above and beyond his scope of services to support school health promotion and school wellness teams and policies. He will now also serve as the medical advisor for the Riverside SHC. He has far exceeded all requirements in his contract and is well respected by the SHC team, school staff and families. When he was unsure if he could continue, we had reached out to other area MDs, and

they were all unable to serve in this role due to lack of malpractice coverage beyond their primary setting. We are fortunate that Dr. Updegrave has agreed to continue in this role.

4. What **specific skill set** does this contractor bring to the project?

As a pediatrician in New Haven for more than 25 years, Dr. Updegrave has also served as Medical Advisor for NHPS/NHHD for more than 10 years and served as a founding member of the District wellness Committee (14 years). He brings a wealth of knowledge about pediatric and adolescent care and expertise, knows our district needs well, and has helped to develop school health policies, the district's annual wellness plan for the past 10 years, and brought in initiatives that improve health promotion in schools and health outcomes among children/adolescents.

3. Is this a **new or continuation service**? Continuation

3. Evidence of Effectiveness: How will the contractor's performance be evaluated?

The evaluation of this position consists of completion and quality of deliverables in agreement and quarterly staff meetings about performance and priorities.

4. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? N/A

Why do you believe this agreement is **fiscally sound**? This agreement is fiscally sound because it is far below the costs we were quoted by other area physicians for the same service. Other MDs would have required far more compensation to serve in this role to cover required malpractice insurance for 10 months (approximately \$12, 000).

**AGREEMENT
By And Between
The New Haven Board of Education
AND**

Dr. Stephen Updegrove

FOR DEPARTMENT/PROGRAM:

School Health Centers (SHCs)

This Agreement entered into on the 16th day of April, 2019, effective, the 20th day of August, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Stephen Updegrove, located at 91 Three Corners Road, Guilford, CT (herein referred to as the “Contractor”).

1. **SCOPE OF SERVICE:** *Description of service deliverables attached-Exhibit A*
Dr. Updegrove will provide medical clinical consult and clinic and compliance oversight as Medical Director for Lincoln Basset School Health Center, and if applicable, any additional SHCs under a NHPS outpatient license from August 20th, 2019 through June 30th, 2020.

Compensation: Compensation will be made for satisfactory performance of services outlined in this agreement upon submission of itemized invoices which includes a detailed description of work performed and date of service. The maximum amount the contractor shall be paid under this agreement: Eight thousand dollars (\$8,000). Payment is \$70/hr for approximately 2-4 hours/week for 39 weeks.

Fiscal support for this Agreement shall be by **School Health Center Program** of the New Haven Board of Education, **Account Number:** 2512 - 5124- 56694.
This agreement shall remain in effect from August 20, 2019 to June 30th 2020.

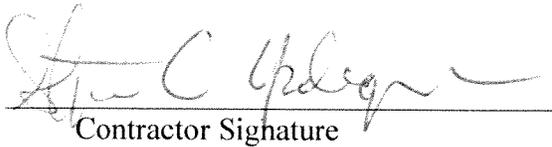
Exhibit A: Scope of Service: *Please attach contractor’s detailed Scope of Service with all costs for services including travel and supplies, if applicable.*

Exhibit B: Student Data and Privacy Agreement: *Attached*

APPROVAL: This Agreement must be approved by the New Haven Board of Education ***prior to service start date***. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.


Contractor Signature

Darnell Goldson, President
New Haven Board of Education

4/23/11

Date

Date

Stephen C. Updegrave

Contractor Name Printed or Typed

Revised: 10/16



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Sue Peters, Director SHCs/Dental Clinics
Date:
Re: Approval: Agreement with Dr. DelVecchio

Proposed Meeting Date:

Executive Summary/ Statement:

Approval is requested for an Agreement by and between the New Haven Board of Education and Dr. Richard DelVecchio. As our dental program's Dental Director, Dr. DelVecchio will be providing clinical oversight and consult to our two dental hygienists and support staff and ensure compliance with dental licensure requirements in six dental clinics, as well as assist with development of program quality improvement protocols and practices. He will also provide enrolled students with fillings and comprehensive dental exams up to three days/month, interpret all x-rays taken by our hygienists and enter results, findings and recommendations into our dental electronic health record.

Amount of Agreement and the Daily, Hourly or per Session Cost:

Hourly Rate: \$50./Hr Total Amount: \$10,000. As Dental Director + ½ of reimbursement (minus 8% billing fee) for direct dental care to students.

Funding Source & Account #: Medicaid Account: 2534-5408-56694

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals:
Dental problems are the second leading health reason for absenteeism in CT and the nation. By providing screens and other preventive dental care in school, we are helping to prevent absenteeism, and to keep children healthy and available to learn. Through screenings and exams, we are able to identify dental problems early and to provide some early restorative dental care before the issue becomes more serious and costly, and causes students to miss school.
2. What **specific need** will this contractor address?
A Dental Director is required for our school dental program for licensure of our six clinics and for clinical oversight. The District's Smile New Haven! dental program fills a huge need in identifying, addressing and referring dental care needs for our students, as well as providing students with oral health education. From school-wide screenings conducted this year in 4 schools, of more than 2,000 students, 46% of students were identified as having moderate/severe risk of decay and in need of dental care.

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe:
Dr. DeVecchio was selected after interviewing more than 3 qualified dentists for his passion, expertise and commitment to community, pediatric, and school based dentistry.
4. What **specific skill set** does this contractor bring to the project?
Dr. DeVecchio brings many years of experience as a Dentist serving diverse families in the New Haven/West Haven communities and specific expertise working with children/adolescents.
5. Is this a **new or continuation service**? Continued
6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?**
The evaluation of this position consists of assessment of completion and quality of deliverables in his agreement, data collection related to productivity and care rendered, and weekly staff meetings about performance, program operations, productivity and priorities.
7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? N/A
8. Why do you believe this agreement is **fiscally sound**? This agreement is fiscally sound because it is far below the average hourly rate of \$91.00 for a dentist in Connecticut, and we are adding a sixth dental clinic that he will oversee for the 18-19 school year. (source: Payscale.com).

**AGREEMENT
By and Between
The New Haven Board of Education
AND**

Richard DelVecchio, DDS

**FOR DEPARTMENT/PROGRAM:
Smile New Haven! Dental Program**

This agreement entered into on the 16th day of April, 2019, effective the 1st day of July, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Richard DelVecchio, DDS, located at 5 Van Rose Drive, North Haven, CT 06473 (herein referred to as the "Contractor").

SCOPE OF SERVICE: *All billable services/ expenses must be included in the scope of service.*

As the Dental Director for our school-based dental clinics/program, Dr. DelVecchio will be working with the Director of School Health Centers and our program team, including two Registered Dental Hygienists, to operate our preventive dental clinics in the following schools: Barnard, King Robinson, Troup, Hill Central, Truman and Brennan Rogers. Dr. DelVecchio will: provide our RDHs clinical consult as needed; provide dental care (i.e. exams, extractions, fillings) to enrolled students in the school clinics; assist with quality control measures (chart reviews); interpret x-rays, document findings/recommendations in Denticon EHR and provide parents with recommendations for needed care for their children; comply with required billing and licensure process and documentation; attend dental staff meetings at least monthly; and assist with evaluation of the program. The Dental Director will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$50.00 per hours (s) for up to a maximum of 200 hour (s).

The maximum amount the contractor shall be paid under this agreement:

Ten thousand dollars (\$10,000.). After the costs for the initial equipment/supplies needed for providing fillings in the clinics are covered through Medicaid reimbursement for Dentist exams/fillings service in the amount of **\$4,000 dollars**, Dr. DelVecchio will receive half of the reimbursement payments for providing exams, extractions and fillings minus 8% billing service fee per each billing payment cycle.

The total amount of this contract shall not exceed: Ten thousand dollars (\$10,000) plus the amount of reimbursement payments earned from providing exams/fillings/extractions described above.

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be from the following accounts:

Medicaid Account Number: 2534-5408-56694

This agreement shall remain in effect from July 1st, 2019, to June 30th, 2020.

Exhibit A: Scope of Service: *Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.*

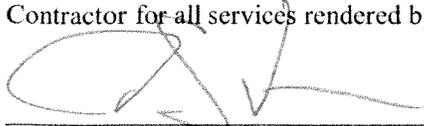
Exhibit B: Student Data and Privacy Agreement: *Attached*

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date.* Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.



Contractor Signature

Darnell Goldson, President
New Haven Board of Education

4/26/19

Date

Date

Richard DeVecchio, DDS

Contractor Name Printed or Typed

045-56-4338

Federal I.D. or Social Security Number

Exhibit A
New Haven Public Schools
School Health Centers
Smile New Haven! Dental Program
2019-2020

Scope of Program Services:
Program Dental Director
Richard DelVecchio, DDS

Deliverable Services:

1. As Dental Director for the Smile New Haven! Program, Dr. Delvecchio will provide the following services to support the program and staff during the school year:
 - Provide dental consult to the Registered Dental Hygienists (RDHs) as needed by phone;
 - Review at least 5 patient notes per RDH in Denticon at least three times/year (November, February, May) as a quality assurance control and provide written feedback of findings to the Director of SHCs and the RDHs using program form provided;
 - Participate in Dental Staff meetings at least monthly (call in or attend);
 - Review/Interpret student x-rays sent from NHPS Registered Dental Hygienists(RDH) through our secured server within 5 business days of receipt, document findings in Denticon student record within 5 business days of receipt of student lists, and notify the RDH when they are completed;
 - Provide dental services in the school dental clinics, specifically exams, extractions and/or fillings to enrolled students as scheduled;
 - Comply with communication protocols developed by the Dental Director and team;
 - Provide paperwork and documentation required for clinic licensure and billing;
 - Assist with providing supply/material lists, ordering and setting up equipment and supplies for dental clinics, as needed;
 - Provide invoices for services at least bi-monthly;
 - Assist with the evaluation of the dental staff and program;
 - The Dental Director will provide professional liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

New Haven Public Schools Dental Clinics

DENTAL STAFF

Staff Evaluation

2018-2019

Staff name: **Richard DelVecchio**

Date: April 15, 2019

Role: Dental Director for NHPS School Dental Clinics

Evaluation Criteria:

- 1. Fulfilled all contract obligations satisfactorily:
 YES NO (explain):

Strengths: *Dr. DelVecchio is always accessible by phone as consults and available to meet, attend school enrollment events, or see students at the schools when scheduled. Both Dental Hygienists have reported that Dr. DelVecchio is always responsive to requests for x-ray interpretation and/or consults when needed and is very supportive.*

- 2. **Areas needing improvement:** *There have been some delays in getting x-rays reviewed, however, most of these instances were due to technical or software issues and not due to the providers. We hope to resolve these issues through by updating software or equipment as needed.*

- 3. Productivity: *Visits and revenue*

- o Excellent: (exceeded expectations) *We were delayed in starting the rotating dental services by the dentist as we were awaiting necessary equipment and supplies to arrive. Considering the later start, Dr. DelVecchio has rotated through our sites having the greatest need for fillings and exams, and will continue through the end of the year.*
- Good: (met expectations) _____
- Fair (below expectations) _____
- Poor (unsustainable productivity) _____

- 4. Feedback from any staff about performance (verbal/written) *We have received both verbal and written feedback from parents stating that they are really grateful to have these services done in school, and without cost.*

Program Director Summary:

Dr DelVecchio has a strong commitment to our school dental clinics since we opened our first clinic four years ago. He has provided consistent and excellent clinical and programmatic support as needed to ensure our clinics are successful in serving as many students as possible and has helped us expand our services from 5 to 6 sites in the past year. This year, he has also started to provide fillings and exams to enrolled students needing them rotating through our sites with the greatest need. We feel fortunate to have a Dental Director who is so passionate about serving our program, staff and especially our students.

Dr. DelVecchio

Comments: *IT HAS BEEN AN HONOR & PLEASURE TO BE PART OF SMILE NEW HAVEN FROM THE BEGINNING. I LOOK FORWARD TO CONTINUED GROWTH, SUCCESS & THE SMILES OF TOMORROW*

Dr. DelVecchio: Signature: *[Signature]* Date: 4/26/19
 NHPS Dental Program Director: Dr. DelVecchio Date: 4/26/19
Sum Peters 4/26/19



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

October 12, 2018

Sally Hill
Eli Whitney Museum Inc.
915 Whitney Avenue
Hamden, CT 06518

Dear Ms. Hill:

Enclosed is your signed copy of Agreement No. 96273108, which was approved by the New Haven Board of Education on 9/24/2018. Please reference this Agreement No. 96273108 on all future correspondence and/or invoices.

When submitting invoices for payment be sure to provide a complete description of services rendered including date, place and times.

The funding source for this agreement comes from the 21st Century After School Cohorts & Extended School Hours Grant. Please make sure that all services are applicable to this funding source.

If you have any questions regarding payment status please call Carl Alford at 475-220-1376.

Sincerely,



Derrieka Suggs-Wilkes
Office Manager

DW enc.1

cc: G. Lumpkin
Principals

AGREEMENT

CONTRACTORS COPY

**By And Between
The New Haven Board of Education**

AND

AGREEMENT NO. 96273108

ELI WHITNEY MUSEUM

FOR DEPARTMENT/PROGRAM:

Youth Family and Community Engagement/21st Century Afterschool Program

This Agreement entered into on the 31st day of August, 2018 and effective the 1st day of October 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Eli Whitney Museum located at 901 Whitney Ave, Hamden CT 06517 (herein referred to as the "Contractor").

Fiscal support for this Agreement shall be by:

21 Century After School Grant Cohort XIII, 2579-6177-56694-0016 (\$4,000.00) pending receipt of funds

Extended School Hours Grant, 2579-5326-56694-0016 (\$1,875.00) pending receipt of funds

21st Century After School Grant Cohort XVI – 2579-6273-56694-0009 (\$6,100) pending receipt of funds

SCOPE OF SERVICE:

Overview: The contractor shall provide a school-based afterschool program focused on experimentation and design for the students of Fair Haven and Davis schools. Sessions will be 1.5 hours in length and serve up to 15 students at Fair Haven and up to 25 students at Davis. All program sessions must take place outside of regular school hours. A description of the program is attached.

Record Keeping: Due to grant requirements, the contractor agrees to maintain daily attendance records for all program participants. The contractor agrees to maintain these records independent of any record keeping activities performed by NHPS staff and to furnish these records upon request of the Chief of Youth, Family and Community Engagement or her designee. Attendance will be submitted in the form of an Excel spreadsheet or similar document.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$235.00 per session** at **Fair Haven** for up to a maximum of **25 sessions (\$5,875.00)** and **\$305.00 per session** at **Davis** for up to a maximum of **20 sessions (\$6,100.00)**. The maximum amount the contractor shall be paid under this agreement: eleven-thousand-nine-hundred-seventy-five dollars and no cents (**\$11,975.00**). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed, date of service and a record of attendance for each program day.

This agreement shall remain in effect from October 1, 2018 to June 30, 2019.

APPROVAL: This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



Contractor Signature

8/30/19

Date



President

New Haven Board of Education
9/24/18

Date

SALLY HILL - Assoc. Director

Contractor Name Printed or Typed

Revised: 7/17

BOARD OF DIRECTORS
2017 – 2018

David Levin
President
Erik Epstein
Vice-Presidents
Ray Fair
Treasurer
JR Logan
Secretary

Kathy Cooke
Alex Esdaile
Sara Kirshbaum
Meghan Knight
Stephan Lathin
Alex Muller-Haug
Normand Mehot
Frank Mitchell
Zach Morowitz
Alan Plattus
Mary Schwab Stone
Dan Velazquez
Kerri Ward
Janies Whitney
Kiran Zamani

The Whitney Workshop
The Eli Whitney Museum
915 Whitney Avenue
Hamden, CT 06517
VOX: 203.777.1833
FAX: 203.777.1229

Scope of Services:

We are a Workshop: we build things. We are a Museum: we collect things. We collect essential experiments. We also collect the materials that experiments require. We collect tools and clever ways of building.

Experiments are a way of learning things. They require self-guided trial and error, active exploration, and testing by all the senses. *Experiments* begin with important questions, questions that make you think or that inspire you to create. So perhaps it's questions that we collect.

Essential Experiments are lessons you are much more likely to find in a workshop or a studio than in a classroom. Experiments can be messy, noisy, and time-consuming. The color and sound and feel of their learning is essential. In our Workshop, we educate your senses to be prepared to understand... to really understand... the ideas you encounter in a classroom and in the world.

With each of the *experiments* we bring to Fair Haven School and Davis Street Magnet School students, after materials are handed out and instructions given to construct, time is given to explore and build and test. For example, One of the experiments we might offer is the **Rubberband Car**.

Inspired by a spring car design of Leonardo da Vinci, students are given materials to construct a simple car: a chassis, 2 axles, 4 screw eyes, rubberbands, and four wheels. Everyone has exactly the same materials. *But why, when we begin to test them, does everyone's car perform differently?* Some go straight ahead, some veer to the right or left, some go forward and then yo-yo back towards the experimenter.

This is the first test. *Do you see what's wrong?* It's the first step in design thinking. Why does my car not work as well as my friend's car? The solution requires a child to look. *Really look.* And discern any difference in construction (or design) between their car and one that runs more accurately, or faster or further...

Then comes the second test. *How do I correct this?* This next step is one that must be repeated over and over until the problem they have found is solved. Design thinking is a process that requires patience, procedure and persistence.

This process is valid for every age group and every project we offer. With additional time for elaboration – a personal artistic component – every student has the opportunity to learn, have fun doing it, and own it.

We will work with groups of up to 15 students for 1.5 hour sessions. We will provide 25 sessions at Fair Haven School for \$235/session for up to 15 students, and 20 sessions at Davis Street School for \$325/session for up to 20 students.



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Elizabeth C Gaffney, Director of Head Start
Date: May 3, 2019
Re: Science Technology Engineering and Mathematics (STEM) Coaching

Proposed Meeting Date:

Executive Summary/ Statement:

In support of the Head Start Program's initiative to strengthen instructional practices in the area of STEM, each teacher will receive three coaching sessions to aid their development and execution of STEM lessons.

STEM coach: Each teacher will receive a cycle of coaching in the area of STEM. The cycle will consist of three sessions which include observation, debrief, planning, co-teaching, modeling and final observation with feedback. The coach will also share with Head Start Director overall trends in buildings to prepare for future learning. There is one STEM coach that will work with all the teachers. The hourly rate is \$125 per hour.

Amount of Agreement and the Daily, Hourly or per Session Cost:

Funding Source & Account #: 2568-5315-56694

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:

Research has shown that early exposure to Science Technology Engineering and Mathematics (STEM) has a positive impact across all aspects of the learning spectrum. Early math knowledge is not only a predictor of later math success, it also predicts later reading achievement. Early STEM produces higher language and literacy outcomes as well as increases background knowledge about the world and how it works which supports reading comprehension. The coach will be reporting strengths and weaknesses across the area in the area of STEM instruction. This feedback will be utilized in developing future professional development opportunities as well as coaching. Head Start's work in STEM will ultimately improve child outcomes and ensure school readiness. School readiness is a district goal and is aligned with the City Transformation Plan for Early Childhood.

2. What specific need will this contractor address?

The contract will fulfill the requirements of Head Start Performance Standards 1302.101, 1302.102, 1302.31, and 1302.32 regarding and related to professional development, curricula, teaching and the learning environment, management and achieving programming.

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe:
The contractor was selected by obtaining three competitive quotes.

4. What **specific skill set** does this contractor bring to the project?

The contractor is an early childhood educational specialist with extensive training in Science, Technology, Engineering and Math (STEM). She has also presented over 300 hour in teacher training workshops as well as coaching. The contractor also has worked as a trainer of the Connecticut Early Learning and Development Standards and has done presentations for the Office of Early Childhood in this area.

5. Is this a **new or continuation service**?

This is a new service as the Enhancement Grant for the school year 2018-2019 needed to be repurposed for use.

6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?**

The contractor's performance will be judged by their performance, reports, data analysis and substantive feedback to individuals, groups and the program as a whole. Teachers will be surveyed as to the effectiveness of their individual coaching sessions and feedback.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?

Pre-kindergarten STEM is an area that needs a deep understanding of the developmental continuum of behaviors and learning. The contractor's focus and work with other Head Start programs gives her the ability to present in a pre-kindergarten format.

8. Why do you believe this agreement is **fiscally sound**?

This agreement is fiscally sound. This vendor was selected using the competitive bid process. It was the best fiscal choice based on their availability, comprehensive services, scope, timely feedback and report provided.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Lisa Swain, ED.S

FOR DEPARTMENT/PROGRAM:
Insert School or Department Name Here

This Agreement entered into on the 23rd day of April 2019 effective (*no sooner than the day after Board of Education Approval*), and the 30 day of June, 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Lisa Swain Ed. S located at, 86 Boggs Hill Road Newtown CT (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$125.00 per hour for a total of 49.50 hours.

The maximum amount the contractor shall be paid under this agreement: (\$6187.50). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by New Haven Public Schools Head Start **Program** of the New Haven Board of Education, **Account Number:** 2568-5315-56694 **Location Code:** 0443.

This agreement shall remain in effect from April 23, 2019 to June 30, 2019.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached).*

Quantity	Unit	Description	Unit Price	Am
33 classrooms	30 minute coaching sessions per classroom	Stem coaching session 1 <ul style="list-style-type: none"> • Meeting with teacher to discuss their expectations, strengths and weaknesses and preferred method of coaching. • Observation of the teacher, classroom STEM resources, as well as the students engagement with classroom materials 	\$125/hour	\$2,062.50
33 classrooms	30 minute coaching sessions per classroom	Stem coaching session 2 <ul style="list-style-type: none"> • Co-taught or modeled lesson(depending on teacher preference) • Opportunity for questions from the teacher 	\$125/hour	\$2,062.50
33 classrooms	30 minute coaching sessions per classroom	Stem coaching session 3 <ul style="list-style-type: none"> • Observation of the teacher modeling a lesson he/she planned • Direct feedback to teacher 	\$125/hour	\$2,062.50

Total: \$6187.50

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

See attached.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

See attached.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education **prior to service start date**. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



Contractor Signature

President
New Haven Board of Education



Date

Date



Contractor Printed Name & Title

Revised: 10/2/18

Lisa Swain, Ed. S.

86 Boggs Hill Road, Newtown, CT 06470

Home: 203-426-7133 - Cell: 203-994-0419 lisauswain1@gmail.com

Summary

Early childhood educational specialist with diverse experience teaching college courses and teacher workshops, as well as extensive in-class training and coaching. Specific strengths include teaching social and emotional learning, math, science, and health topics with a hands-on approach. Consulting work includes Pyramid Model coaching and implementation(CSEFEL), literacy, math and science, as well as training for CT ELDS.

Accomplishments

- Member of the Connecticut State Pyramid Model Leadership Team
- Trainer for the Connecticut Early Learning and Development Standards.
- Trainer, coach and consultant for social and emotional learning through the Pyramid Model(CSEFEL)
- Taught over 300 hours of teacher training workshops in Literacy, Science, Math, and Social Emotional Learning.
- Trained Head Start staff members for 2-year Apprenticeship Programs through the State of Connecticut.
- Developed a one-year curriculum for Social Emotional Learning for infant/toddler and pre-k for the Choose Love Foundation.

Experience

Adjunct Professor, September 1999 to Current

Naugatuck Valley Community College - Waterbury, CT

Teach courses in the Early Childhood Education Department and the Psychology Department: Methods of Teaching Math, Science and Technology, Introduction to Early Childhood Education, Creative Experiences, Language and Literacy, Health, Safety and Nutrition for Young Children, Introduction to Psychology, and Lifespan Human Development.

Science Teacher, September 1994 to Current

St. Mark's Nursery School - New Canaan, CT

Teach hands-on science and math activities to preschoolers throughout the school year.

Education Coordinator, June 1992 to August 1995

Beardsley Zoo - Bridgeport, CT

Ran the summer education program for 7-15 year old children. Topics included animal behavior, habitat and diet, recycling and preserving the environment.

Education

Bachelor of Arts: Psychology, 1983, **Bucknell University** – Lewisburg, PA: Top 10% in class. Cum Laude

MBA: Marketing, 1985, **Boston College** – Newton, MA: Top 10% in class: Awarded Boston College Chair.

6th year degree: Education, 1991, **University of Bridgeport**, Bridgeport, CT: Top 10% of class.

STEM coaching provided to:

New Haven Public Schools Early Childhood Department

STEM coaching provided by:

Lisa Swain, Ed S.

86 Boggs Hill Rd.
Newtown CT 06470

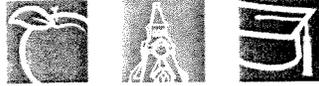
The three coaching cycles will be completed in the designated timeframe outlined by New Haven public schools

Purchase Order Date: 03/28/19

Quantity	Unit	Description	Unit Price	Amount
33 classrooms	30 minute coaching sessions per classroom	Stem coaching session 1 <ul style="list-style-type: none">• Meeting with teacher to discuss their expectations, strengths and weaknesses and preferred method of coaching.• Observation of the teacher, classroom STEM resources, as well as the students engagement with classroom materials	\$125/hour	\$2,062.50
33 classrooms	30 minute coaching sessions per classroom	Stem coaching session 2 <ul style="list-style-type: none">• Co-taught or modeled lesson(depending on teacher preference)• Opportunity for questions from the teacher	\$125/hour	\$2,062.50
33 classrooms	30 minute coaching sessions per classroom	Stem coaching session 3 <ul style="list-style-type: none">• Observation of the teacher modeling a lesson he/she planned• Direct feedback to teacher	\$125/hour	\$2,062.50

Total:

\$6187.50



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

Little Scientists®

May 10, 2019

Elizabeth Gaffney
Head Start
New Haven, CT 06511

Proposal

Little Scientists® Pre-K Professional Development STIEM Science Coaching

This Little Scientists® professional development program will consist of a comprehensive STIEM program for Pre-K teachers to master the science domain of the CTELDS and engage Pre-K students in exciting science. This program will prepare students to master the 3-Dimensional manner of the NGSS when they enter Kindergarten. The professional development will be accomplished by Little Scientists® training the teachers within their classroom providing classroom modeling, mentoring, & coaching. Little Scientists® will tailor the professional development to meet your teacher's and student's needs.

Little Scientists® Pre-K Professional Development:

- **Cost:** \$325.00/ PD hour
- **Total cost:** 33 teachers x 1.5 hours x \$325/hour = \$16,087.50
- **Dates:** TBD
- **Times:** TBD
- **Location:** New Haven Head Start Classrooms

Little Scientists®
203-783-1114
www.Little-Scientists.com



QUOTE 39488

Lakeshore Learning Materials
2695 E. Dominguez Street Carson, CA 90895
(310) 537-8600 (800) 421-5354
FAX: (310) 900-2189
www.lakeshorelearning.com

Bill-to: 208425
NEW HAVEN DEPT OF EDUCATION
BUSINESS OFFICE-5TH FL
54 MEADOW ST
NEW HAVEN CT 06519
(203) 946-8780

Ship-to: 0

Billto Email:

Shipto Email:

Entry Date: 05/09/2019

Your Reference No.:PD QUOTE - NEED PO

Comment

TRAINING DATES: TBD
3 TOTAL TRAINING DAYS

TRAINING TOPICS: TBD

LAKESHORE WILL DO IT'S
BEST TO ACCOMMODATE THE
REQUESTED TRAINING DATE WITH
SUFFICIENT TIME ALLOWANCE
(DATES MUST BE BOOKED AT
LEAST 6 WEEKS IN ADVANCE)
AT WHICH TIME LAKESHORE WILL
SEND A PD BOOKING FORM TO
CONFIRM THE REQUESTED PD DATES

PLEASE REFERENCE QUOTE NUMBER
39488 ON YOUR PURCHASE ORDER
PD PARTNER - LINH VO

Line Item	Qty	Description	Price	Extended
1	KT9999TRAIN	3 PROF DEVELOPMENT - HALF DAY	\$2,500.00	\$7,500.00

Subtotal:	\$7,500.00
0.0% Tax:	\$0.00
Freight Amount:	\$0.00
Total:	\$7,500.00

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: Program Enhancement Project (PEP)

Grant Source and Agency: Connecticut State Department of Education

Total Amount Requested: \$110,000

Due Date of Application:
5/30/2019

System Contact: Michelle Bonora, Principal

Telephone #: (203) 492-0213

Description of Project: Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

The Program Enhancement Project (PEP) includes three major components in the areas of workforce readiness, transition to post-secondary opportunities and expansion of the National External Diploma Program (NEDP). Within the area of work-force readiness, this grant will provide employability skills required by business and industry as well a basic academic and computer skills. The transition program will offer Gateway Community College courses on-site and provide students with advanced academic skills in preparation for college. The NEDP expansion program will further increase opportunities for students to work independently to earn their high school diploma.

TARGET: Schools/Unit: Adult Education
No. of Students: 40 **Grade Level(s):** Adult Education
Eligibility Criteria: Students from CDP, GED & ESOL

GRANT PERIOD:

From: 7/1/2019

To: 6/30/2020

New

Continuation

Previous Bd. of Ed. Approval:

Planning

Operational

Bd. of Ed. Information

Action

Information

Support

Competitive

Entitlement

Grant

PROPOSAL DEVELOPERS:
Michelle Bonora

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1

ABSTRACT TIMETABLE

Return to: _____

Received: _____

Board of Education FINANCE & OPERATIONS Meeting Date 6/3/19

Board of Education Meeting Date: 6/10/19

Due Date to Grantor: _____

REVIEW

Grants Manager _____

Finance Manager _____

Human Resource Manager _____

Proposed Project Title: Program Enhancement Project (PEP)

Total Amount Requested: \$110,000

Proposed Grant Receiving Agency: New Haven Public Schools/Adult Education

SECTION II: FISCAL INFORMATION
PERSONNEL

# FT	#PT		COST
		Administrators	\$
	5	Teachers	\$75,432
		Management	\$
		Paraprofessionals	\$
		Clerks	\$
	1	Others	\$4,800
		Stipend	\$
		Longevity	
		SUBTOTAL	\$80,232

NON PERSONNEL

	COST
Supplies & Materials	\$20,822
Student Transportation	\$ 4,851
Staff Travel	\$ 1,435
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$
Equipment	\$
Other	\$ 950
Indirect Costs, if allowed	\$
TOTAL	\$28,058
NON- PERSONEL	

FIXED COSTS:

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$ 1,164
Workmen's Compensation	\$ 546
SUBTOTAL	\$ 1,710
TOTAL PERSONNEL & FIXED COSTS	\$81,942

Notes:

- 1) Total Personnel and Non Personnel columns must equal grant total.
- 2) The Abstract budget must be aligned with the Grant Application budget/ED114.
- 3) All applications should budget for staff development (stipends) and evaluation wherever appropriate.

SECTION IIA: BUDGET EXPLANATION

The following categories must be explained:

All Personnel: explain positions; **Salary:** if the grant pays a percent of salary and fixed costs, please describe below, breaking down **percentages and amounts to be paid by grant and by NHPS**. **Other:** and **All Non- Personnel items**. If additional space is needed, continue to next page.

All Personnel: Teachers and one tutor will be paid 100% of salary and fixed costs from this grant. Two General Equivalency Diploma teachers will provide employability and basic academic skills required by employers. National External Diploma Program is designed as alternative to classroom attendance. The National External Diploma teacher will work with students by demonstrating education competencies. Transition to Post Secondary Education classes are a link to college and career readiness. The instructors will teach a reading writing class and math class. The math class has a required math tutor per Gateway Community College.

Non-Personnel Items: Supplies & materials - \$21,497; student transportation-\$4,851; mandatory staff conference – travel-\$760; other - \$950 for NEDP site license, \$675 for NEDP conference.

Proposed Project Title: Program Enhancement Project (PEP)

Total Amount Requested: \$110,000

Proposed Grant Receiving Agency: New Haven Public Schools/Adult Education

SECTION III: SYSTEM OBLIGATIONS

Project support from other programs: None Yes Explain: **Adult Education**

Linkage with other programs: None Yes Explain: **Regional Workforce Development Board, Department of Social Services, Gateway Community College and CBO's**

Local Fiscal costs, (include renovation): None Yes Explain:

Future local personnel obligations: None Yes Explain:

PROJECT OR GRANT REQUIREMENTS

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Local Maintenance | <input type="checkbox"/> Replication | <input type="checkbox"/> Parent Involvement |
| <input checked="" type="checkbox"/> In-Service Training | <input type="checkbox"/> Advisory Committee | <input checked="" type="checkbox"/> Linkage w/other Programs |
| <input type="checkbox"/> Non-Public School Involved | | <input type="checkbox"/> Dissemination |

ADDITIONAL RESTRICTIONS OR CONCERNS

SUBMITTING ADMINISTRATOR:  5/22/19
Signature Date

Proposed Project Title: Program Enhancement Project (PEP)

Total Amount Requested: \$110,000

Proposed Grant Receiving Agency: New Haven Public Schools/Adult Education

SECTION IV: PROPOSED PERSONNEL

List, **individually**, each position proposed by this grant application. **If no personnel**, please indicate N/A in the chart below

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
	2	P.T. Teacher	GED Teacher	7/1/19-6/30/20		No	
	1	P.T. Teacher	NEDP Teacher	7/1/19-6/30/20		No	
	2	P.T. Teacher	CDP Teacher	7/1/19-6/30/20		No	
	1	P.T. Teacher	Tutor	7/1/19-6/30/20		No	

V. PROPOSED CONTRACTS

List **individually**, each contract that will be prepared by this proposed project. If contractors will not be utilized, please indicate **N/A** in the chart below.

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
	N/A		

VI. ADDITIONAL INFORMATION:

Please Answer All Questions -- Use Additional Pages if Necessary

- 1. Please state specific goals for this grant or the grant period.**

Workforce Readiness:

Ten or more students will complete the program of study and curriculum described below. The curriculum addresses skill gap barriers and consists of employability skills as determined by the current research obtained through the Secretary's Commission on Achieving Necessary Skills (SCANS), American Management Association and the National Association of Manufacturers, basic academic skills including English as a Second Language (if applicable), and basic and advanced computer technology. The curriculum is available and offered to all participants who lack a secondary diploma. The basic skills are multi-subject and multi-level components. The Comprehensive Adult Student Assessment System (CASAS) eTests will be used to implement the curriculum.

In addition to the priority subjects will be building workplace vocabulary for the manufacturing, medical, and office and service sectors. Included will be applications and lessons in Science, Technology, Engineering, and Mathematics (STEM). A sampling of the lessons includes medical terminology and terminology used in metrology (measurement), and terms used for blueprint interpretation, mathematics for problem solving, using visualizing to see a building or object by looking at a blueprint, drawing, or sketch, and interpreting how a system functions by looking at a schematic drawing. A basic review of science principles will be included. Reading comprehension will be provided based on the use and understanding of technical manuals, following directions issued in these manuals, and electronic use for business communications. Writing will fuse basic grammar to basic business writing. Sample lessons include introduction to the basic ideas of sentence structure, capitalization, punctuation, correcting run-on sentences, common errors in sentences, spelling rules, subjects and verbs, frequently confused words, and many other aspects of communication. Critical thinking and problem solving for the workplace include meeting protocol, convergent and divergent thinking, brainstorming, decision making, generating ideas, using inference, and defining and identifying problems and their solutions. Critical thinking will be applied across subject disciplines. These are a few of the areas to be covered. On the job math computation consists of units covering ratio and proportion, working with fractions, comparison, whole numbers and decimals, and measurement. Use of the ruler, scale, micrometer, depth gage, gage wire, using approximations and estimation are additional concepts.

Computer Technology will consist of introduction to the use and applications of computers for business and personal use. Included will be exploring the internet, applications in Microsoft Word, Excel, and PowerPoint. The technology component will be integrated with business writing and mathematics as well as in reading and science research. In addition, e-texts will add to the experience of technology applications. Professional development will be provided by workshops in the areas of career readiness.

Transition to Post Secondary

20 or more students will complete the program of study. The objectives of the College to Careers Program are to ensure that:

- 100% of the program participants will complete the Accuplacer Test.
- 100% of the program participants will take CASAS appraisal and pre/post tests in reading, mathematics, and writing tests
- 66% of program participants will complete the Transition to College coursework with a grade of "C" or better.

- 100% of program participants will enroll at the One Stop Center.
- 50% of program participants will transition to Gateway Community College.

NEDP Expansion

The measureable outcomes of the objectives are:

- Increased attendance rates among the NEDP clients as evident by the Connecticut Adult Reporting System (CARS).
- Increase in the percentage of students enrolled in NEDP
- Student enrollment into technology courses that support with NEDP access as evident by CARS
- Student college/career planning portfolio for all students engaged with NEDP- Portfolios will include individual pathway for college or career and student long term goals.
- Survey of program performance from staff and students to make future adjustments for improving our program
-

Yes, this is a continuation grant. Details of this past year goals performance and accomplishments. Use additional space if needed:

2018-19: Workforce Readiness Year 2 Results:

This year we have had a total of 10 students participate and complete the program. We have implemented an on-line software curriculum called Career Cruising, to support career exploration. Students have completed self-assessments including personality inventories and strengths analysis. Students have spent time researching specific careers in various industries. Based on their research, students have created an academic pathway to reach their goals. Additionally, employer recognized soft skills have been embedded into the curriculum by teachers regularly, discussing and demonstrating with student's the expectations of behavior in the classroom and how behaviors are expected in the workplace. The classroom is a simulated workplace where students are expected to comply with certain rules and behavior protocols aligned to a professional work environment.

Transition to Post Secondary Year 2 Results:

The results of the College to Careers Program for year one:

- 20% of the program participants completed the Accuplacer Test.
- 41% of the program participants completed the CASAS appraisal and pre/posttests in reading, mathematics, and writing tests
- 86% of program participants completed the Transition to College coursework with a grade of "C" or better.
- 35% of program participants enrolled at the One Stop Center.
- 53% of program participants from the fall 2018 semester transitioned to Gateway Community College. The spring semester of 2019 is still in process.

NEDP Year 2 Results:

- 2018-19 20 Graduates

New Haven Adult Education Center, NEDP program is collaborating with Youth Build Emerge (a nonprofit in New Haven for at risk young adults) to fulfill the requirement of getting their high school diploma. Additionally we are reaching out to Workforce Alliance and the New Haven Chamber of Commerce to see if a partnership with NEDP can happen. Workforce Alliance has agreed to send us clients

who need their high school diploma. New Haven Chamber of Commerce has meetings where area businesses/organizations can come in and see what New Haven offers for their employees. NEDP will also advertise the hours of our programs to adult education programs in neighboring towns and cities to support our broad range of hours and increase enrollment. Currently we offer NEDP services Monday-Thursday 9:00am-7:00pm.

2. How does this grant address School Reform goals?

At the center of the New Haven Public School's Reform initiative is student success. This grant provides alternative paths for students to gain valuable employment skills, transition to post secondary education and complete their high school diploma. A large percentage of our students were enrolled in a New Haven High School and due to a variety of life factors, these students were unable to graduate. NHAEC offers a rigorous academic learning environment and includes social/emotion supports for our adult learners. Students who graduate from NHAEC are offered a variety of college and career services to plan a clear path and trajectory for college, the workforce or the military. We believe it is never too late to achieve your goals and that each day holds a profound sense of hope and optimism for the future.

3. Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that is specific and relevant: (Include resume of person(s) providing service for contracts \$10,000 and over)

Connecticut law requires that Adult Education services be offered in our district. In New Haven, one out of every 6 individuals 18 years of age does not have a high school diploma. This grant proposal provides an opportunity for students to earn a secondary diploma, to prepare for post-secondary education, to become a part of the workforce, become a citizen, and learn the components of the English Language while developing personal strengths to sustain the goals they set for themselves.

REQUIRED:

A COPY OF THE GRANT APPLICATION MUST BE ATTACHED TO THE ABSTRACT.

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: School Health Center Grant

Grant Source and Agency: CT Department of Public Health

Total Amount Requested: \$1,340,682. **Due Date of Application:** 6/30/19

System Contact: Sue Peters

**Telephone #:475
220-1238**

Description of Project: Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

This will be Year 3 of a five year contract with CT DPH to support the operation of 11 school health centers which provide preventive and acute medical and mental health services to all enrolled students within these schools: Wilbur Cross, Hillhouse, Fair Haven, King-Robinson, Troup, Clemente, Lincoln Bassett, Truman, Mauro-Sheridan, Clinton Avenue, and Barnard.

TARGET: Schools/Unit: 11-listed above
No. of Students: 7,800 **Grade Level(s):** PreK-12
Eligibility Criteria: Students must be enrolled by parent/guardian to receive services

GRANT PERIOD:	
From: 7/1/19	
To: 6/30/20	
<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation	
Previous Bd. of Ed. Approval:	
<input type="checkbox"/> Planning <input checked="" type="checkbox"/> Operational	
Bd. of Ed. Information	
<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information <input type="checkbox"/> Support <input type="checkbox"/> Competitive <input type="checkbox"/> Entitlement <input type="checkbox"/> Grant	

PROPOSAL DEVELOPERS:
Sue Peters

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<p style="text-align: center;">ABSTRACT TIMETABLE</p> <p>Return to: _____</p> <p>Received: _____</p> <p>Board of Education FINANCE & OPERATIONS Meeting Date <u>6/3/19</u></p> <p>Board of Education Meeting Date: <u>6/10/19</u></p> <p>Due Date to Grantor: _____</p>	<p style="text-align: center;">REVIEW</p> <p>Grants Manager <u></u></p> <p>Finance Manager <u> 5/29/19</u></p> <p>Human Resource Manager _____</p>

Proposed Project Title: School Health Center Grant

Total Amount Requested: \$1,340,682.

Proposed Grant Receiving Agency: NHPS-Board of Education

SECTION II: FISCAL INFORMATION

PERSONNEL

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Paraprofessionals	\$
		Clerks	\$
		Stipends	\$
2		Others	\$161,340
		Longevity	\$
		SUBTOTAL	\$161,340

NON PERSONNEL

	COST
Supplies & Materials	\$9,485
Student Transportation	\$
Staff Travel	\$5,500
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$1,097,830.
Equipment	\$
Other	\$8,000
Indirect Costs, if allowed	\$
TOTAL NON- PERSONEL	\$1,120,815

FIXED COSTS:

Health Benefits	\$31,456
Pension (Paras & Mgmt.)	\$3,358
FICA/Medicare	\$21,777
Workmen's Compensation	\$1,936
TOTAL PERSONNEL	\$219,867

Notes:

- 1) Total Personnel and Non Personnel columns must equal grant total.
- 2) The Abstract budget must be aligned with the Grant Application budget/ED114.
- 3) All applications should budget for staff development (stipends) and evaluation wherever appropriate.

SECTION IIA: BUDGET EXPLANATION

The following categories must be explained:

All Personnel: explain positions; **Salary:** if the grant pays a percent of salary and fixed costs, please describe below, breaking down **percentages and amounts to be paid by grant and by NHPS**. **Other;** and **All Non- Personnel items**. If additional space is needed, continue to next page.

Salaries of Personnel: Grant pays 100% of salaries and fixed costs for 2 FT NHPS staff who oversee/support the grant and SHC program. Grant also pays 100% of Lincoln Bassett SHC Nurse Practitioner and office manager salaries and fixed costs and contracted employees, and the stipend for the Medical Director.

Contracted Services: NHPS subcontracts with 4 partner health agencies to staff all school health centers with the exception of one site, Lincoln Bassett, which is staffed through NHPS. For the 11 sites that are funded through this grant, each agency receives funds based on the number of staff and sites they cover, however, the funding does not (has never) fully cover SHC staff salaries/benefits, and supplies and agencies close the gaps as in kind funding and with billing reimbursement revenue from SHC services. This program is funded through this grant only-NHPS does not provide any funding for this program.

Other: Professional conference and training fees for staff and in service costs for staff PD.

Proposed Project Title: School Health Center Grant

Total Amount Requested: \$1,340,682

Proposed Grant Receiving Agency: NHPS-Board of Education

SECTION IV: PROPOSED PERSONNEL

List, individually, each position proposed by this grant application. If no personnel, please indicate N/A in the chart below

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
1		Management	Director-SHCs	7/1/19-6/30/20	Sue Peters	YES	10912
1		Administrative Analyst	Data/administrative support	7/1/19-6/30/20	Liliya Garipova	YES	36153

V. PROPOSED CONTRACTS

List individually, each contract that will be prepared by this proposed project. If contractors will not be utilized, please indicate N/A in the chart below.

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
Yale New Haven Hospital	Provide preventive and acute medical and/or mental health services in 5 SHCs	Tri-annually	\$372,289
Cornell Scott Hill Health Center	Provide preventive and acute medical and/or mental health services in 4 SHCs	Tri-annually	\$299,434
Fair Haven Community Health Center	Preventive and acute medical health services in 3 SHCs	Tri-annually	\$195,843
Clifford Beers	Preventive and acute mental health services in 2 SHCs	Tri-annually	\$83,958
Alyssa Lafogg	Office Manager-Lincoln Bassett	\$18.50/hr	\$25,234
Krysten Arekapudi	Nurse Practitioner- Preventive and acute medical health services at Lincoln Bassett	\$71.90/hr	\$98,072
Dr. Stephen Updegrove	Medical Director for Lincoln Bassett SHC	\$70/hr	\$8,000
Tracey Oberg	Dental Hygienist	\$45/hr	\$15,000

VI. ADDITIONAL INFORMATION:

Please Answer All Questions -- Use Additional Pages if Necessary

1. Please state specific goals for this grant or the grant period.

The SHC program provides acute and preventive medical, mental health and oral health (in 6 sites) services to all enrolled students that help students to be healthy, remain in school, and to be available and ready to learn. It is well known that SHCs reduce missed days from school due to health reasons, promote achievement and ability to learn, improve behavior, and reduce health disparities among our most vulnerable students.

a. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:

All our partner health agencies must at least meet or exceed all contract deliverables described in their agreements. There are several layers in place for evaluating the staff performance and quality of services provided to students, staff and families, including:

1. Trimester financial reports (for funded sites), billing revenue reports (all sites);
2. Trimester programmatic reports break down the number of services rendered by diagnosis, enrollment, utilization, staff activities, participation in school committees and impact on student health and educational outcomes with benchmarks;
3. DPH set quality and performance measures with set benchmarks, which each site tracks and reports in the annual RBAs (results based accountability) "report card" for each agency and is approved annually by DPH;
4. Agency performance review with SHC Director at midyear;
5. All agency partners/supervisors are required to serve on the SHC Partner Advisory Committee (meets quarterly with SHC Director) to review and/or develop best practices, policies, and quality improvement initiatives across all SHCs and to collectively address common issues and share successes;

6. Further, there are SHC staff requirements to ensure that SHC staff are engaged partners with the school by sharing their health expertise on core school committees and initiatives (SPMT,SSST, Attendance teams, school wellness committees, SHC advisory committee), and providing school staff with consultations /observations, and offer staff health promotion such as flu clinics, walking groups, and spa days, and they must provide class health education presentations upon request;

7. All sites are also required to distribute a minimum of 50/75 student satisfaction surveys and enter results into Survey Monkey, and a summary report of responses by site/agency are created by the SHC department. School staff surveys were added this year and results were shared with all partners and staff

All agency partners and site staff have exceeded expectations described for this past school year, continue to provide continuity and to build on the strong relationships developed with administration, staff, students and families as trusted, and reliable front line health professionals in their schools. Further, many of our students depend on the SHCs as their primary care providers, and would not receive care otherwise.

2. How does this grant address School Reform goals?

Student health and wellness status are directly linked to attendance, ability to learn, performance and even graduation rates. As part of school reform goals, the SHC department collaborates with the Youth, Family and community Engagement, the New Haven Health Department, Student Services, social work departments and many community partners and also leads the District wellness Committee to support the “whole” child (social, emotional and physical health) to help all students to be healthy, and to reach their full potential in school and in life. The SHC department/staff have partnered with Youth, Family and Community Engagement and the school nurses the past few years to address and reduce chronic absenteeism as part of the District’s Attendance Matters! campaign, called “Healthy Attendance Matters! In schools with SHCs, nearly 2,800 students were kept in school because the SHC Nurse Practitioner addressed an urgent health issue in school, and more than 460 student absences were prevented because parents accessed one of our SHC walk in health check services this year.

3. Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that is specific and relevant: (Include resume of person(s) providing service for contracts \$10,000 and over)

The health services provided through our clinics improve attendance, ability to learn, behaviors that interfere with learning, symptoms of trauma, health status and overall wellness. By addressing acute and chronic health/behavioral issues in school by trusted professionals, students are better able to focus and learn and staff can more easily focus on teaching.

REQUIRED:

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: New Haven School Readiness Grant

Grant Source and Agency: CT Office of Early Childhood (OEC)

Total Amount Requested: \$8,137,572 **Due Date of Application:**
May 17

System Contact: Denise Duclos, School Readiness Project Director

Telephone #: 475-220-1470

Description of Project: Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

The goal of the School Readiness Grant is to increase access to high quality preschool for New Haven children age 3-4 years old.

TARGET: Schools/Unit: _____
No. of Students: 1,016 **Grade Level(s):** Preschool
Eligibility Criteria: New Haven resident

GRANT PERIOD:

From: 07/01/2019

To: 06/30/2020

New

Continuation

Previous Bd. of Ed. Approval:

Planning

Operational

Bd. of Ed. Information

Action

Information

Support

Competitive

Entitlement

Grant

PROPOSAL DEVELOPERS:
Denise Duclos and the New Haven Early Childhood Council.

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1

ABSTRACT TIMETABLE

Return to: _____
Received: _____
Board of Education FINANCE & OPERATIONS Meeting Date: 6/3/19
Board of Education Meeting Date: 6/10/19
Due Date to Grantor: _____

REVIEW

Grants Manager: *Pat D*
Finance Manager: *Thomas*
Human Resource Manager: _____

Ab
5/28/17

Proposed Project Title: New Haven School Readiness Grant

Total Amount Requested: \$8,137,572

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION II: FISCAL INFORMATION

PERSONNEL

# FT	#PT		COST
1		Administrators	\$ 86,921
		Teachers	\$
		Management	\$
		Paraprofessionals	\$
		Clerks	\$
		Others	\$
		Stipend	\$
		Longevity	\$ 3,477
		SUBTOTAL	\$ 90,398

NON PERSONNEL

	COST
Supplies & Materials	\$
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$ 8,037,572
Equipment	\$
Other	\$
Indirect Costs, if allowed	\$
TOTAL NON- PERSONEL	\$ 8,037,572

FIXED COSTS:

Health Benefits	\$ 0
Pension (Paras & Mgmt.)	\$ 2,608
FICA/Medicare	\$ 6,915
Workmen's Compensation	\$ 79
SUBTOTAL	\$
TOTAL PERSONNEL & FIXED COSTS	\$ 100,000

Notes:

- 1) Total Personnel and Non Personnel columns must equal grant total.
- 2) The Abstract budget must be aligned with the Grant Application budget/ED114.
- 3) All applications should budget for staff development (stipends) and evaluation wherever appropriate.

SECTION IIA: BUDGET EXPLANATION

The following categories must be explained:

All Personnel: explain positions; **Salary:** if the grant pays a percent of salary and fixed costs, please describe below, breaking down **percentages and amounts to be paid by grant and by NHPS**. **Other:** and **All Non- Personnel items**. If additional space is needed, continue to next page.

Personnel Administrators: 100% of the SR Project Director's salary, FICA, pension and longevity is paid for by the grant. Workers' Compensation is 13% of SR Project Director's salary. Amount of Worker's Compensation to be paid by the District's General Funds for SR Project Director: \$536.00.

Contracted Services: Funding to 22 SR sub-grantees to provide a preschool program for 1,016 children. Sub-grantees are paid on a per child served basis, the rate of which is determined by the State and based on the number of hours served.

Full Day Full Year: \$8,924 (requires programs to be open 10 hours a day, 12 months a year.

School Day, School Year: \$6,000 (requires programs to be open 6 hours a day, for 10 months.

Part Day, School Year: \$4,500 (requires programs to be open a minimum of 2.5 hours a day for 10 months

Programs are selected by the New Haven Early Childhood Council (as required by CT Statute Chapter 164 Sec 10-16r and Office of Early Childhood General Policy C-01) based on program compliance with all School Readiness regulations.

Proposed Project Title: New Haven School Readiness

Total Amount Requested: \$8,137,572

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION III: SYSTEM OBLIGATIONS

Project support from other programs: None Yes **Explain:**

Linkage with other programs: None Yes **Explain:**

The New Haven Early Childhood Council reviews and selects sub-grantees. Sub-grantees may be community-based for-profit, non-profit or public institutions.

Local Fiscal costs, (include renovation): None Yes **Explain:**

The maximum allowed by OEC for administrative costs is \$100,000. Current administrative costs are 100,536 for 1 FTE School Readiness Project Director. The administrative funds also do not cover the costs of a 25%FTE fiscal officer.

Future local personnel obligations: None Yes **Explain:**

As described above, without additional administrative funds, future local personnel costs will continue to rise

PROJECT OR GRANT REQUIREMENTS

- Local Maintenance Replication Parent Involvement
- In-Service Training Advisory Committee Linkage w/other Programs
- Non-Public School Involved Dissemination

ADDITIONAL RESTRICTIONS OR CONCERNS

SUBMITTING ADMINISTRATOR: *Dennis Duflos* *5-28-19*
Signature Date

Proposed Project Title: New Haven School Readiness Grant

Total Amount Requested: \$8,137,572

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION IV: PROPOSED PERSONNEL

List, **individually**, each position proposed by this grant application. **If no personnel**, please indicate N/A in the chart below

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
X		Mngmt	SR Project Director	7/1/19-6/30/20	Denise Duclos	Yes	5425

V. PROPOSED CONTRACTS

List **individually**, each contract that will be prepared by this proposed project. **If contractors will not be utilized**, please indicate **N/A** in the chart below.

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
Determined by the New Haven Early Childhood Council through a RFP process. See attached list.	Twenty-two organizations, including NHPS, will provide preschool program for 1,016 children ages 3-4 years.	Determined by the CT Office of Early Childhood (see Sec IIA)	\$8,037,572

VI. ADDITIONAL INFORMATION:

Please Answer All Questions -- Use Additional Pages if Necessary

1. **Please state specific goals for this grant or the grant period.**

The State Office of Early Childhood's goals for the School Readiness Grant are:

- Provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling;
- Provide opportunities for parents to choose among affordable high-quality programs;
- Encourage coordination and cooperation among programs and prevent the duplication of services;
- Strengthen the family through encouragement of parental involvement in a child's development and education and enhancement of a family's abilities to meet the special needs of the children, including children with disabilities; and
- Improve the coordination of services of child care providers.

b. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:

In FY19 New Haven School Readiness:

- Served 1,018 children in 31 preschool programs operated by the sub-grantees
- Continued to implement the School Readiness sliding fee scale for families. Created a policy to require all programs to utilize an education consultant on a monthly basis.
- Continued monthly meetings of all School Readiness sub-grantees, providing professional development and technical assistance on grant related topics, including sharing community resources and parent partnerships.
- Continued to require programs to: provide 2 parent teacher conferences per year with all families to discuss their child's developmental progress; engage families in family literacy activities; and support children's transition to kindergarten.
- Continued to provide professional development and on-site support for programs' use of the State Early Learning Development Standards and the Documentation, Observations for Teaching System, the child assessment tool.

2. **How does this grant address School Reform goals?**

School Readiness provides additional opportunities for children ages 3-4 years to have a quality preschool experience where developmentally appropriate instruction offers children purposeful, hands-on experiences with materials and thoughtful interactions with adults and other children. These experiences will support children's learning, increase their skills and ready them for school success. Additionally, this state funded grant requires programs to involve parents in meaningful ways in their children's education, building the foundation of parent confidence and trust in the parent-teacher partnership based on mutual respect and interest in children's success

The State Office of Early Childhood (OEC) strongly encourages all School Readiness funded programs to implement curriculum and assessments based on the department's Early Learning Development Standards (ELDS) and the Documentation, Observations for Teaching System (DOTS). Professional development and on-site guidance in the use of the ELDS and DOTS to implement developmentally appropriate curriculum was provided throughout the year by SR education consultants.

3. **Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that is specific and relevant: (Include resume of person(s) providing service for contracts \$10,000 and over)**

Research has shown that children who have a quality preschool experience, especially children at-risk for poor educational outcomes, are better prepared for kindergarten and school success than their peers without this advantage.

In 1997 CT legislation (PA 97-259) established this grant in order to increase preschool opportunities for children ages 3&4 years old. The legislation requires a local council to advise and recommend to the Mayor and Superintendent programs and policies that will increase the district's ability to have children start school ready to learn. This year's grant will allow us to serve 1,016 children in 32 public and community-based programs throughout the city. All SR funded programs must attain NAEYC accreditation-the national standard for quality.

NOTE: The New Haven Early Childhood Council is required by State legislation to review all school readiness grant applications and to award funding to programs approved by the Office of Early Childhood and meet the State and Council's policies. Attached is a list of the current Council members appointed by the Mayor.

PROPOSED FY 20 SR PROGRAM SPACE GRID

Site	# FD/FY Spaces	Total FD/FY Cost	# SD/SY Spaces	Total SD/SY Cost	# PD/PY Spaces	Total PD/PY Cost	Total # Space	Total Cost	Multi Site totals
NEW PROGRAM-Auntie Rose Child	10	\$ 89,240		\$ -		\$ -	10	\$ 89,240	
Calvin Hill Day Care Center		\$ -	11	\$ 66,000		\$ -	11	\$ 66,000	
Catholic Academy of New Haven-St. Aedan Pre School	69	\$ 615,756		\$ -		\$ -	69	\$ 615,756	
Catholic Charities Child	37	\$ 330,188		\$ -		\$ -	37	\$ 330,188	
Catholic Charities Saint Francis and	87	\$ 776,388		\$ -		\$ -	87	\$ 776,388	
Centro San Jose Child Development	40	\$ 356,960		\$ -		\$ -	40	\$ 356,960	1,463,536
Creating Kids at the Connecticut Children's Museum		\$ -	8	\$ 48,000		\$ -	8	\$ 48,000	
Creative M.E.	11	\$ 98,164		\$ -		\$ -	11	\$ 98,164	
Edith B Jackson Child Care Program Inc.		\$ -	1	\$ 6,000		\$ -	1	\$ 6,000	
Farnam Nursery School	44	\$ 392,656	0	\$ -		\$ -	44	\$ 392,656	
Friends Center for Children	49	\$ 437,276		\$ -		\$ -	49	\$ 437,276	
Gateway Community College Early		\$ -	40	\$ 240,000		\$ -	40	\$ 240,000	
Leila Day Nurseries, Inc.		\$ -	18	\$ 108,000		\$ -	18	\$ 108,000	
LULAC Head Start Fay Miller Center	108	\$ 963,792		\$ -		\$ -	108	\$ 963,792	
Lulac Head Start Mill River Center	28	\$ 249,872		\$ -		\$ -	28	\$ 249,872	1,213,664
Montessori School on Edgewood	31	\$ 276,644		\$ -		\$ -	31	\$ 276,644	
Morning Glory Early Learning Center	16	\$ 142,784		\$ -		\$ -	16	\$ 142,784	
Morning Glory Infant Toddler	12	\$ 107,088		\$ -		\$ -	12	\$ 107,088	249,872
New Haven BOE East Rock		\$ -	20	\$ 120,000	40	\$ 180,000	60	\$ 300,000	
New Haven BOE Hill Central		\$ -	40	\$ 240,000		\$ -	40	\$ 240,000	
New Haven BOE Nathan Hale		\$ -	22	\$ 132,000	28	\$ 126,000	50	\$ 258,000	
New Haven BOE School Columbus		\$ -	40	\$ 240,000		\$ -	40	\$ 240,000	
New Haven BOE Troup		\$ -	20	\$ 120,000		\$ -	20	\$ 120,000	1,158,000
New Haven YMCA Youth Center	45	\$ 401,580		\$ -		\$ -	45	\$ 401,580	
Phyllis Bodel Child Care Center@ Yale Med School	5	\$ 44,620		\$ -		\$ -	5	\$ 44,620	
Phyllis Bodel Child Care Center South @ Yale Med School	2	\$ 17,848		\$ -		\$ -	2	\$ 17,848	62,468
St Andrews's Child Care Center	47	\$ 419,428		\$ -		\$ -	47	\$ 419,428	
The Little Schoolhouse	18	\$ 160,632		\$ -		\$ -	18	\$ 160,632	
United Community Nursery School	20	\$ 178,480		\$ -	10	\$ 45,000	30	\$ 223,480	
Westville Community Nursery School, Inc.		\$ -	6	\$ 36,000	6	\$ 27,000	12	\$ 63,000	
Yale NH Hosp St Raphael Campus CCC	5	\$ 44,620		\$ -		\$ -	5	\$ 44,620	
Yale-New Haven Hospital Day Care Center	22	\$ 196,328		\$ -		\$ -	22	\$ 196,328	240,948
TOTALS	706	\$ 6,300,344	226	\$ 1,356,000	84	\$ 378,000	1016	\$ 8,034,344	

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: ARTE Inc.

AMENDMENT #: 2

GRANT # if applicable: 2579

AGREEMENT #: 96178107

ATTACH COPY OF FULLY EXECUTED AGREEMENT

2
GRANT NAME; 21st Century Cohort DATE: 5/21/2019

FUNDING SOURCE FOR AGREEMENT: 21st Century Cohort

ACCT # FOR AGREEMENT: 21st Century Cohort XII (Clinton) 2579-6177-56694-00006 (\$4,000.00)
21st Century Cohort XIII (Hill Central). 2579-6273-56694-0009 (\$5,800.00)
21st Century Cohort XVIII (Davis). 2579-6273-56694-0009 (\$5,400.00)

ORIGINAL AMOUNT OF AGREEMENT: \$ 15,200.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$30,200.00

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 4,500.00

X INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 34,700

FUNDING SOURCE & ACCT # FOR AMENDMENT: Extended School Hours Grant # 2579-5326-56694

DESCRIPTION AND NEED FOR AMENDMENT

- Increase the number of sessions at Davis from 43 sessions by 15 to 58 and to increase funding amount of \$8,600.00 by \$3,000.00 to \$11,600.00 funded by the Extended School Hrs. Program, #2579-5326-56694-0009 (**\$3,000.00**)
- Increase the number of sessions at Clinton from 32 sessions by 7.5 to 39.5 and to increase the funding amount of \$6,400 by \$1,500.00 to \$7,900.00 funded by the Extended School Hrs. Acct. #2579-5326-56694-0006 (**\$1,500.00**)

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: 

4/29/2019
(Date)

David S Greco Co-Founder Executive Director
Print Name (Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

President

(Date)

ARTE has fulfilled its current contract at both schools, 43 sessions at Davis and 32 at Clinton. In addition ARTE has completed 40 pro-bono sessions at Davis and 21 at Clinton. The charts below details completed and proposed future sessions.

DAVIS STREET Instructor	Completed Sessions as of 4/25	Contract Sessions	Pro Bono Sessions as of 4/23	\$3000 Amendment 4/29 – 5/28	Pro Bono Sessions 5/28 & 6/4
Johnson, Johnny	45			8	2
Ly, Julies	38			7	3
TOTALS	83	43	40	15	5

Davis Street - Year End Totals: Contracted Sessions 58 / Pro-Bono Sessions 45

CLINTON AVE Instructor	Completed Sessions by 4/25	Contract Sessions	Pro Bono Sessions as of 4/25	\$1500 Amendment 4/30 – 5/23	Pro Bono Sessions 5/23 – 6/6
Luican, T.	32				
Wingreen, M.	21				
TOTALS	53	32	21	8 Sessions assuming 1 teacher	4 Sessions assuming 1 teacher

Clinton Ave - Year End Totals: Contracted Sessions 40 / Pro-Bono Sessions 25

New Amendment:

- Davis \$3000 - 15 sessions @ \$200 each.
- Clinton \$1500 - 7.5 sessions @ \$200 each.
- ARTE will supplement this with pro-bono sessions after the amendment.

SUPPLIES: ARTE will provide all supplies necessary for sessions.

SESSIONS do not include:

- Materials or supplies in addition to those required for these programs.
- Building staff or support staff (ie: Janitors, Coordinators)
- Other costs or inclusions not specifically outlined.

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: ARTE Inc.

AMENDMENT #: 1

GRANT # if applicable: 2579

AGREEMENT #: 96178107

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: 21st Century Cohort

DATE: 2/08/2019

FUNDING SOURCE FOR AGREEMENT: 21st Century Cohort

ACCT # FOR AGREEMENT: 21st Century Cohort XII (Clinton) 2579-6177-56694-0013 (\$4,000.00)
21st Century Cohort XIII (Hill Central). 2579-6273-56694-0009 (\$5,800.00)
21st Century Cohort XVIII (Davis). 2579-6273-56694-0013 (\$5,400.00)

ORIGINAL AMOUNT OF AGREEMENT: \$ 15,200.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 15,200.00

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$15,000.00

X INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$30,200.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: Extended School Hours Grant # 2579-5326-56697

DESCRIPTION AND NEED FOR AMENDMENT: To add the following service lines to the scope of service: ARTE Inc. currently provides 76 sessions at a rate of 200.00 per session and will provide 75 additional sessions at 200.00 per session. ARTE will extend programming at current locations and offer additional services at Columbus, Daniels, Bishop Woods, Truman, and J. Martinez Schools (See Attachment A).

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: _____

(Name)

February 6, 2019

(Date)

Cofounder / Director

(Title)

NEW HAVEN BOARD OF EDUCATION:

NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

Attachment A

Location	Topic	Instructor	Days	Ext Hour Agreement	
Columbus - 255 Blatchley Ave	Arts & Crafts	James Arcila	Tue & Thur	6	
Daniels - 569 Congress Ave.	Sewing & Arts & Crafts	Myrna Rosa Cruz	Tue & Thur	6	
Daniels - 569 Congress Ave.	Arts & Crafts	David Wagoner	Tue & Thur	6	
Daniels - 569 Congress Ave.	Dance & Movement	Ester Combo	Tue & Thur	6	18 Total Daniels
Davis Street -35 Davis St	Arts & Crafts	Julies Ly	Mon & Tue	8	
Davis Street - 35 Davis St	Dance & Movement	Johnny Johnson	Mon & Tue	8	16 Total Davis Street
Hill Central School - 140 Dewitt St	Arts & Crafts	Jessica Colon	Tue & Thur	6	
Bishop Woods - 1481 Quinnipiac Ave	Reading & Journaling	Cassandra Simmons	Tue & Thur	6	
Truman School - 114 Truman St	Arts & Crafts	Carmen Padilla & Kelly Casey	Mon & Thur	6	
Martinez School - 100 James St	Arts & Crafts	Maggie LoRicco	Tue & Thur	5	
Clinton Ave School	Arts & Crafts	Toni Lucian	Thur	6	
Clinton Ave School	Arts & Crafts	Michelle Wingreen	Mon & Tue	6	12 Total Clinton
Sound School - 60 South Water Street	Tutoring	Gabe Matos	Fri		
Martinez School - 100 James St	SLATE	Dave Greco	Thur		

\$15,000 / \$200 = 75 Sessions

75

CONTRACTORS COPY

AGREEMENT

AGREEMENT NO. 96178107

**By And Between
The New Haven Board of Education
AND
Arte Inc.
FOR DEPARTMENT/PROGRAM:**

Youth Family and Community Engagement: 21st Century Afterschool Program

This Agreement entered into on the 31st day of August, 2018 effective (no sooner than the day after Board of Education Approval), the 1st day of October, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Arte Inc., located at 26 Atwater St New Haven CT 06513 (herein referred to as the "Contractor").

Fiscal support for this Agreement shall come from the following accounts:

21st Century Cohort XIII (Clinton): **2579-6177-56694-0013 (\$4,000.00) pending receipt of funds**

21st Century Cohort XIII (Hill Central): **2579-6178-56694-0007 (\$5,800.00) pending receipt of funds**

21st Century Cohort XVII (Davis): **2579-6273-56694-0009 (\$5,400.00) pending receipt of funds**

SCOPE OF SERVICE:

I. Overview The contractor will provide 76 afterschool arts and culture sessions, with each session running for one hour and serving up to 20 students. A proposal is attached. The sessions will be divided as follows: 20 sessions at Clinton, 29 sessions at Hill Central and 27 sessions at Davis. All sessions must take place outside of regular school hours.

II. Record Keeping Due to grant requirements, the contractor agrees to maintain daily attendance records for all program participants. The contractor agrees to maintain these records independent of any record keeping activities performed by NHPS staff and to furnish these records upon request of the Chief of Youth, Family and Community Engagement or her designee. Attendance will be submitted in the form of an Excel spreadsheet.

III. Make-up Days In the event that the program is unable to be held due to closure of the building or some other situation that prevents use of the facilities, missed sessions may be made up during the contract period at the discretion of the principal or their designee.

IV. Program Data The contractor agrees to furnish any collected program data upon request to the Chief of Youth, Family and Community Engagement or her designee. Program data includes pre and post assessments, credentials or credits earned, and program evaluations, independent or otherwise.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$200.00 per session** for up to a maximum of **20 sessions at Clinton and 29 sessions at Hill Central, and 27 sessions at Davis, 76 sessions total.** The maximum amount the contractor shall be paid under this agreement: fifteen-thousand-two-hundred dollars and no cents (**\$15,200.00**). Compensation will be made upon submission of an invoice which includes a detailed description of work performed, date and location of service, and attendance for each day.

This agreement shall remain in effect from October 1, 2018 to June 30, 2019.

APPROVAL: This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

WARRANTY: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

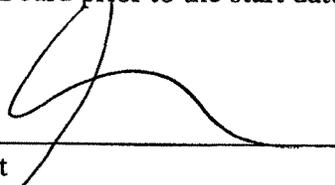
TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



Contractor Signature

August 31, 2018

Date



President
New Haven Board of Education

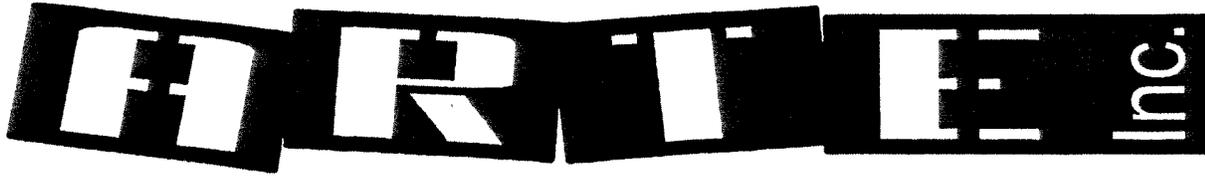
9/24/18

Date

David S Greco /Cofounder Executive Director

Contractor Printed Name & Title

Revised: 7/17



19 Grand Avenue - New Haven, CT 06512 203-804-9175 www.arte-inc.com

August 29, 2018

Hunter Prendergast
Extended School Hours Program Coordinator
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

Dear Hunter:

As you know ARTE Inc. has been collaborating with New Haven Public Schools for a long time. ARTE has offered numerous after-school programs, activities, workshops and events over the years. Many of these have been offered pro-bono to NHPS and the City of New Haven. ARTE has a solid reputation for providing top quality programs with measurable positive results. ARTE is delighted to be proposing the following programs for the 2018 / 2019 school year.

Arte will offer a variety of after-school programs during the school year. These may include, but are not limited to, arts, crafts, dance, drama, science, photography, sports and other interactive fun learning experiences. ARTE will provide instructors and all materials and supplies required for the duration of each program. Arte understands that additional programs at other schools may be added to this agreement pending future funding and mutually agreed upon terms. ARTE is open to suggestions from NHPS, administrators, parents and students for inclusions, topics or lessons.

ARTE will conduct site visits and instructor evaluations to monitor classes and provide ongoing support. ARTE will also conduct surveys of parents, students and instructors at the end of the programs. ARTE is not responsible for populating the classes and enrollment / attendance will be conducted by individual school administration.

September 2018

HILL CENTRAL Middle School

September 11 – 30, 2018	30 Sessions – all school days	\$6,000
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J.C. DANIELS Middle School

September 11 – 30, 2018	30 Sessions – all school days	\$6,000
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HILL CENTRAL Middle School

October 2018 – June 2019 29 Sessions – days TBD \$5750

CLINTON AVENUE Middle School

October 2018 – June 2019 20 Sessions – days TBD \$4000

DAVIS STREET Magnet School

October 2018 – June 2019 27 Sessions – days TBD \$5,400

All schools will be offered a variety of arts and craft projects based on age group and interest of the school / children. The Schools will select the days of the week and populate the class with students.

Background checks: Arte conducts background checks through NHPS for all instructors teaching multiple days who are not or have not been employees of NHPS. Many of the instructors Arte hires are current employees, instructors or teachers with NHPS.

Once again we look forward to partnering with New Haven Public Schools for the 2018 / 2019 school year. We appreciate the continued relationship. Please let us know if you have any questions or need further details.

Respectfully,



David S. Greco
Cofounder / Executive Director
203-804-9175

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Friends Center for Children AMENDMENT #: 1

GRANT # if applicable: 18OECCDC01NHV AGREEMENT #: 962775051

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness and Child Day Care DATE: 5/28/19

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2090-6275-56697

ORIGINAL AMOUNT OF AGREEMENT: \$ 247,800.80

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 247,800.80

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 2,031.97

X INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 249,832.77

FUNDING SOURCE & ACCT # FOR AMENDMENT: as above

DESCRIPTION AND NEED FOR AMENDMENT: This amendment is the result of a COLA increase from the Office of Early Childhood to all Child Day Care contractors. The amount is based on a formula that considers the number of funded infant and toddler and preschool spaces and length of day for each space. The total is to be used to offset staff salaries and benefits for the period July 1, 2018 to June 30, 2019.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  _____
Allyx Schiavone

4/19/19
(Date)

Executive Director

NEW HAVEN BOARD OF EDUCATION:

Darnell Goldson, President

(Date)

AGREEMENT NO. 96275051

AGREEMENT
By And Between
The New Haven Board of Education
AND

Friends Center for Children

FOR DEPARTMENT/PROGRAM:

Infant Toddler Care

This agreement entered into on the 1st day of June, 2018, effective the 1st day of July, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Friends Center for Children located at 227 East Grand Avenue, New Haven, CT 06513 (herein referred to as the "Contractor").

SCOPE OF SERVICE: *All billable services/ expenses must be included in the scope of service. Service must be related to classroom studies and District Curriculum. Use additional page if more space is needed.*

Early care and education services for 20 full time infant toddler spaces at the rate of \$196.94/week and 5 full time pre k spaces at the rate of \$165.32/week. Early care and education services will meet all state licensing, staffing and education standards, including developmentally appropriate activities, recreation, meal and snacks for all children.

Compensation: The Board shall pay the contractor for satisfactory performance of services required: \$ 196.94 (per child) per week for 52 weeks(s) for 20 full time infant toddlers (\$204,817.60) ; and, \$ 165.32 (per child) per week for 52 weeks for 5 preschoolers (\$42,983.20). The maximum amount the contractor shall be paid under this agreement: Two hundred forty-seven thousand eight hundred dollars and eighty cents. (\$ 247,800.80).

Compensation will be made upon submission of a request for payment and all applicable state reports.

Fiscal support for this Agreement shall be by the Infant Toddler Program of the New Haven Board of Education, **Account Number:** 2090-6275-56697 (pending receipt of funds)

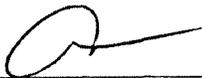
This agreement shall remain in effect from July 1, 2018 to June 30, 2019.

Handwritten initials: RB 4/11/18

HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

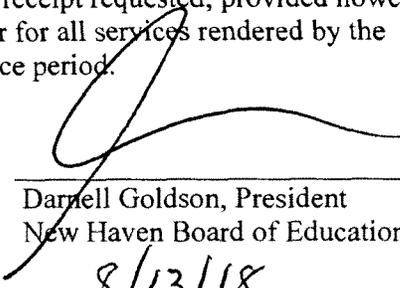
The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.



Contractor Signature

8/23/18

Date



Darnell Goldson, President
New Haven Board of Education
8/13/18

Date

Allyx Schiavone

Contractor Name Printed or Typed

Revised: 5/13

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Lulac Head Start AMENDMENT #: 1

GRANT # if applicable: 18OECCDC01NHV AGREEMENT #: 96275050

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness and Child Day Care DATE: 5/28/19

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2090-6275-56697

ORIGINAL AMOUNT OF AGREEMENT: \$ 621,588.24

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 621,588.24

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 5,097.02

X INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 626,685.26

FUNDING SOURCE & ACCT # FOR AMENDMENT: as above

DESCRIPTION AND NEED FOR AMENDMENT: This amendment is the result of a COLA increase from the Office of Early Childhood to all Child Day Care contractors. The amount is based on a formula that considers the number of funded infant and toddler and preschool spaces and length of day for each space. The total is to be used to offset staff salaries and benefits for the period July 1, 2018 to June 30, 2019.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:

Mikyle Byrd
Mikyle Byrd

4/22/19
(Date)

Mikyle Byrd-Vaughn
Executive Director

NEW HAVEN BOARD OF EDUCATION:

Darnell Goldson, President

(Date)

AGREEMENT NO. 96275050

AGREEMENT
By And Between
The New Haven Board of Education
AND

Lulac Head Start

FOR DEPARTMENT/PROGRAM:

Infant Toddler Care

This agreement entered into on the 1st day of June, 2018, effective the 1st day of July, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Lulac Head Start located at 250 Cedar Street, New Haven, CT 06519 (herein referred to as the "Contractor").

SCOPE OF SERVICE: *All billable services/ expenses must be included in the scope of service. Service must be related to classroom studies and District Curriculum. Use additional page if more space is needed.*

Early care and education services for 53 full time infant toddler spaces at the rate of \$196.94/week and 22 infant toddler wrap-around spaces at the rate of \$68.90/week. Early care and education services will meet all state licensing, staffing and education standards, including developmentally appropriate activities, recreation, meal and snacks for all children. The types and number of spaces will be served at the following sites: Fay Miller Center, 250 Cedar Avenue and Mill River Center, 375 James Street.

Compensation: The Board shall pay the contractor for satisfactory performance of services required: \$ 196.94 (per child) per week for 52 weeks(s) for 53 full time infant toddlers (\$542,766.64) ; and, \$68.90 (per child) per week for 52 weeks for 22 infant toddler wrap-around spaces (\$78,821.60). The maximum amount the contractor shall be paid under this agreement: Six hundred twenty one thousand five hundred eighty-eighty dollars and twenty-four cents (\$ 621,588.24).

Compensation will be made upon submission of a request for payment and all applicable state reports.

Fiscal support for this Agreement shall be by the Infant Toddler Program of the New Haven Board of Education, **Account Number:** 2090-6275-56697 (pending receipt of funds)

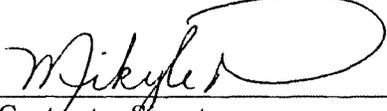
This agreement shall remain in effect from July 1, 2018 to June 30, 2019.

Handwritten initials

HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

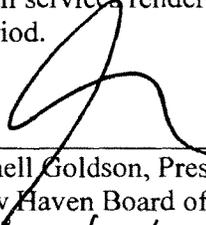
The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.



Contractor Signature

6/1/18

Date



Darnell Goldson, President
New Haven Board of Education

8/13/18

Date

Mikyle Byrd-Vaughn

Contractor Name Printed or Typed

Revised: 5/13

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Morning Glory AMENDMENT #: 1

GRANT # if applicable: 18OECCDC01NHV AGREEMENT #: 96275077

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness and Child Day Care DATE: 5/28/19

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2090-6275-56697

ORIGINAL AMOUNT OF AGREEMENT: \$ 163,854.08

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 163,854.08

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 1,343.60

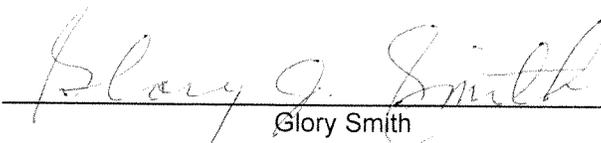
X INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 165,197.68

FUNDING SOURCE & ACCT # FOR AMENDMENT: as above

DESCRIPTION AND NEED FOR AMENDMENT: This amendment is the result of a COLA increase from the Office of Early Childhood to all Child Day Care contractors. The amount is based on a formula that considers the number of funded infant and toddler and preschool spaces and length of day for each space. The total is to be used to offset staff salaries and benefits for the period July 1, 2018 to June 30, 2019.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  
Glory Smith (Date)

Executive Director

NEW HAVEN BOARD OF EDUCATION:

Darnell Goldson, President

(Date)

AGREEMENT NO. 96275077

AGREEMENT
By And Between
The New Haven Board of Education
AND

Morning Glory

FOR DEPARTMENT/PROGRAM:

Infant Toddler Care and Pre School Care

This agreement entered into on the 1st day of June, 2018, effective the 1st day of July, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Morning Glory located at 49 Parmelee Street, New Haven, CT 06511 (herein referred to as the "Contractor").

SCOPE OF SERVICE: *All billable services/ expenses must be included in the scope of service. Service must be related to classroom studies and District Curriculum. Use additional page if more space is needed.*

Early care and education services for 16 full time infant toddler spaces at the rate of \$196.94/week/child served. Early care and education services will meet all state licensing, staffing and education standards, including developmentally appropriate curriculum, meals and snacks for all children.

Compensation: The Board shall pay the contractor for satisfactory performance of services required: \$ 196.94 (per child) per week for 52 weeks(s) for 16 full time infant toddlers. The maximum amount the contractor shall be paid under this agreement: One hundred sixty three thousand eight hundred fifty four dollars and eight cents. (\$ 163,854.00).

Compensation will be made upon submission of a request for payment and all applicable state reports.

Fiscal support for this Agreement shall be by the Infant Toddler Program of the New Haven Board of Education, **Account Number:** 2090-6275-56697 (pending receipt of funds)

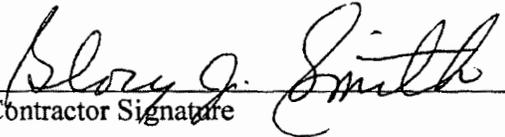
This agreement shall remain in effect from July 1, 2018 to June 30, 2019.

RW
4/1/18

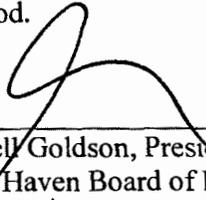
HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.


Contractor Signature

6/1/18
Date


Darnell Goldson, President
New Haven Board of Education

8/27/18
Date

Gary J. Smith
Contractor Name Printed or Typed

Revised: 5/13

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Montessori on Edgewood AMENDMENT #: 1

GRANT # if applicable: 18OECCDC01NHV AGREEMENT #: 96275080

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness and Child Day Care DATE: 5/28/19

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2090-6275-56697

ORIGINAL AMOUNT OF AGREEMENT: \$204,817.60

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$204,817.60

ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 1,679.50

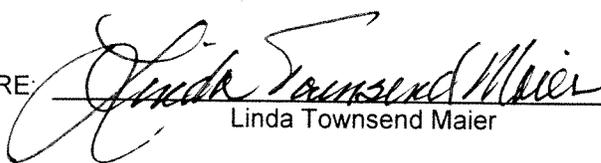
INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 206,497.10

FUNDING SOURCE & ACCT # FOR AMENDMENT: as above

DESCRIPTION AND NEED FOR AMENDMENT: This amendment is the result of a COLA increase from the Office of Early Childhood to all Child Day Care contractors. The amount is based on a formula that considers the number of funded infant and toddler and preschool spaces and length of day for each space. The total is to be used to offset staff salaries and benefits for the period July 1, 2018 to June 30, 2019.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: 
Linda Townsend Maier

5-4-23-19
(Date)

Executive Director

NEW HAVEN BOARD OF EDUCATION:

Darnell Goldson, President

(Date)

AGREEMENT NO. 96275080

**AGREEMENT
By And Between
The New Haven Board of Education
AND**

Montessori on Edgewood

FOR DEPARTMENT/PROGRAM:

Infant Toddler Care

This agreement entered into on the 1st day of June, 2018, effective the 1st day of July, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and , Montessori School on Edgewood located at 230 Edgewood Avenue, New Haven, CT 06511 (herein referred to as the "Contractor").

SCOPE OF SERVICE: *All billable services/ expenses must be included in the scope of service. Service must be related to classroom studies and District Curriculum. Use additional page if more space is needed.*

Early care and education services for 20 full time infant toddler spaces at the rate of \$196.94/week. Early care and education services will meet all state licensing, staffing and education standards, including developmentally appropriate curriculum, meals and snacks for all children.

Compensation: The Board shall pay the contractor for satisfactory performance of services required: \$ 196.94 (per child) per week for 52 weeks(s) for 20 full time infant toddlers. The maximum amount the contractor shall be paid under this agreement: Two hundred four thousand eight hundred seventeen dollars and sixty cents. (\$ 204,817.60).

Compensation will be made upon submission of a request for payment and all applicable state reports.

Fiscal support for this Agreement shall be by the Infant Toddler Program of the New Haven Board of Education, **Account Number:** 2090-6275-56697 (pending receipt of funds)

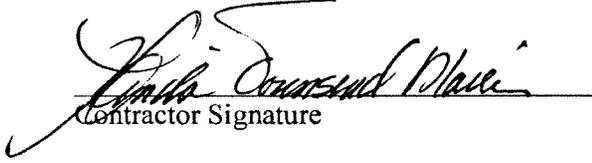
This agreement shall remain in effect from July 1, 2018 to June 30, 2019.

ALB
6/4/18

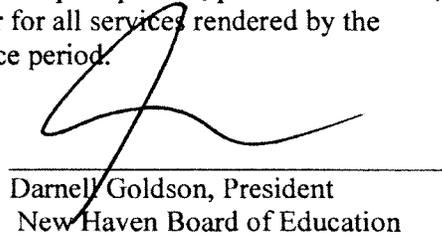
HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.


Contractor Signature

5/17/18
Date


Darnell Goldson, President
New Haven Board of Education

8/13/18
Date

Linda Townsend Maier
Contractor Name Printed or Typed

Revised: 5/13



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Sue Peters, Director SHCs/Dental Clinics
Date: May , 2019
Re: Agreement-Yale-New Haven Hospital
Proposed Meeting Date: June , 2019

Executive Summary/ Statement:

Approval is requested for an Agreement by and between the New Haven Board of Education and Yale-New Haven Hospital. They will provide licensed nurse practitioners, social workers and office managers in 5 school health centers: Mauro-Sheridan, Troup, Hillhouse, Career, Barnard. The clinicians will provide enrolled students with acute, chronic and preventive medical and mental health services, including family and/or group therapy and crisis intervention, and health education. SHC staff will play an active role in supporting school staff through consults, PD and serve on core school committees.

Amount of Agreement and the Daily, Hourly or per Session Cost:

\$372,289. Staff hours are 35/week for the school year at varying hourly rates depending on role and experience. YNHH covers any remaining salary and benefit costs for all their SHC staff and all operating and staffing costs for Career SHC.

Funding Source & Account #: 2512-5124-56694

Key Questions:

1. Please describe how this service is **strategically aligned** with school or District goals:

SHCs support the whole child to keep our students healthy, well and in school. Our SHC medical staff provide timely assessment, diagnosis, treatment and follow up in school that prevent students from missing class and school, and helps them to stay healthy, well and available to learn. Our social workers identify and address behavioral/mental health issues that adversely impact health, wellbeing, attendance and school performance. SHCs are a proven evidence based strategy to improve both health and learning of students and youth and prevent absenteeism for health reasons.

2. What **specific need** will this contractor address? Our SHC staff address both student medical and mental health needs of students, including crisis intervention support. Nearly two thirds of visits to the SHC are for medical reasons, with nearly 89% of these returning to class. Mental/behavioral health needs among students is increasing among our students. More than one in three visits to the SHC are for mental health needs, an increase of 7% over last year, and of

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18



New Haven Board of Education School Health Centers

Agency Subcontractor Contract 2019-2020

Yale-New Haven Hospital

NHPS School Health Center Program Overview & Vision Statement

NHPS has long recognized the profound impact that a child's physical, behavioral and emotional health has on learning, success in school and in life. Committed to supporting the "whole child", NHPS operates 17 SHCs with five community partners, the largest program in the State. SHCs provide a critical "safety net" for children/adolescents for needed health/mental health services, health promotion and support by trusted adults who are accessible at school, during the school day, thereby limiting barriers to care.

SHCs also play a critical role as partners to support our District goals through prevention efforts, by addressing the health needs of students and by supporting staff and parents to reduce absenteeism; increase school connectedness; reduce barriers to learning; and help students to be healthy, focused and successful learners.

The NHPS School Change Goals are to support the whole child:

1. *Eliminate Achievement Gap*
2. *Cut dropout rate in half*
3. *Ensure that every student is ready and able to succeed in college*

As integral health professionals in our schools, the School Health Center staff will support the Goals of New Haven Public Schools described within by:

1. Providing confidential, quality health services, groups, and health education to students;
2. Implementing evidence-based clinical and programmatic best practices;
3. Helping to keep students in school and available to learn;
4. Serving as an integral members, resource and supports of the school through committee work, class presentations, consults, school health promotion initiatives;
5. Supporting school, families and students to improve overall health, health behaviors, learning and engagement in school of students;
6. Supporting District strategies to ensure sustainability and expansion of SHCs services/sites

Our vision is to strengthen and expand this program with our community partners to provide every student with access to the services and support of a SHC and to become a unified, sustainable and highly effective "model" program that promotes health and learning of all students.

To achieve this, our goal is for every New Haven SHC to be fully staffed (office manager, medical and mental health), with full-time staff (minimum 35 hours/week), to work collaboratively with the school

nurse, school staff and families to become a true integrative model of care. Once every site is fully staffed, and maximizing billing, we intend to expand with the following:

- Add on-site dental services across sites where needed;
- Hire health educators for SHCs;
- Expand hours of existing SHCs and open additional sites based on need

**Agency SubContractor Contract
School Health Centers (SHC)**

Yale New Haven Hospital

This Contract entered into this 22nd day of April, 2019, effective the 1st day of July, 2019, by and between the **New Haven Board of Education** hereafter called, the "Board/Contractor," and **Yale New Haven Hospital**, located at 20 York Street, New Haven, CT, hereafter called the "Subcontractor."

The parties entering into this Contract acknowledge the following terms and conditions:

COMPENSATION-For 4 DPH Funded SHCs

Compensation for services is *contingent upon receipt of grant funds* from the State Department of Public Health. Pending receipt of funds, the Board will compensate the Subcontractor for satisfactory performance of service, which includes compliance with all staffing, service delivery and, reporting and documentation requirements, as outlined in this Contract.

Failure to comply with all requirements, as outlined in the Contract, may result in the withholding of payment and/or the reduction of payment.

The Subcontractor will return any unspent funds to the Board immediately following termination of this Contract or within thirty (30) days of the end of the State Department of Public Health contract date.

This Agreement shall remain in effect from July 1st, 2019 through June 30, 2020, in an amount not to exceed three hundred seventy two thousand two hundred and eighty nine dollars \$372,289 (amount subject to change per state DPH).

Except for the SHC at Career High School, this Contract will be funded by the Board through the State Department of Public Health (DPH) Grant: **School Health Center Program, Account #: 2512-5124-56694.**

In the event that the Subcontractor is providing an alternative funding source, the Board enters into this Contract as a **Non-Financial** partner with the understanding that this includes reporting, data entry and health promotion and other expectations outlined in this Contract, without exception.

DPH Funded SHCs:

1. Mauro-Sheridan
2. Barnard
3. Hillhouse
4. Troup-Medical services

Non-DPH Funded Site

1. Career

SCOPE OF SERVICE

The Subcontractor will carry out a fully staffed (unless approved otherwise) School Health Center program, including psycho-social care, medical services, staff and family support services and health promotion at: *Mauro-Sheridan; Barnard; Troup; Hillhouse High; and Career High Schools*; utilizing licensed, or certified and supervised personnel (when and as required by the State of Connecticut law), who are qualified by training and experience to perform their duties, as described in the Contract.

BOARD AUTHORITY

- a. The Board will appoint a designee, hereafter referred to as the "SHC Director", to oversee the operations of the School Health Centers. The SHC Director has authority to act on behalf of the Board in matters of finance, management, reporting and oversight of the School Health Centers;
- b. The Subcontractor's operation of a School Health Center, regardless of funding source, is subject to approval by the SHC Director, under terms set forth in this Agreement;
- c. A Board approved Agreement is required for all Subcontractors, regardless of funding source, for any School Health Center in New Haven Public Schools;
- d. The Subcontractor's personnel will be subject to Board's direction and control, through the SHC Director, with respect to his/her activities on behalf of the Board;
- e. The SHC Director reserves the right to prevent any staff member employed by the Subcontractor from working in the School Health Center, if, in its sole discretion, it determines that said employee's performance is unsatisfactory;
- f. The SHC Director must be notified in writing of any changes in SHC staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
- g. Any changes in program design, forms, reporting, documentation or service delivery must receive prior approval from the SHC Director;
- h. A description of any short or long term (more than once/twice) planned health services, programs or education by the SHC agency that will be provided to students in school by staff other than SHC staff must be submitted to the SHC Director at least 2 weeks in advance for review and approval as part of a centralized coordination plan to assess need, equity, student time issues and to avoid duplication of efforts.

BOARD AND SUBCONTRACTOR IN-KIND CONTRIBUTIONS

The Board will provide the following in-kind contributions for the School Health Center:

- a. Suitable space at the designated school(s)
- b. Utilities
- c. Phones
- d. Internet and Powerschool access; and New Haven Public School email addresses for all SHC staff
- e. Oversight and management of the School Health Center program
- f. Regular meetings and training for clinic staff and Advisory meetings with partners
- g. Standardized forms, surveys, data management system, and reports

The Subcontractor will provide the following in-kind contributions for the School Health Center/s:

- a. Medical supplies
- b. Liability Insurance for staff at an appropriate level set forth in this Contract

- c. Salary/benefits of staff above what grant and/or billing revenue provides
- d. Clinical Quality Review
- e. At least 2 Staff development opportunities/year for their SHC staff
- f. Supervision of staff
- g. Replacement of office supplies/equipment (other than computers) including fax machines, ink/toner, paper, etc. directly or through revenue generated from billing

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

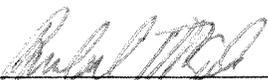
APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval

HOLD HARMLESS

The Subcontractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits and expenses, including reasonable attorneys' fees, in connection with loss of life, bodily injury and property damage arising from any negligent act or omission of the Subcontractor or its employees or agents. Further, the Subcontractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits, damages, costs, expenses (including reasonable attorneys' fees) and/or judgments of any description whatsoever caused by the Subcontractor's breach of this Contract or based upon the conduct of the Subcontractor, or its agents or its employees or arising out of or in connection with, their activities under this Contract.

TERMINATION: The Board may cancel this Contract for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Signatures authorizing execution of this Agreement:



 Richard D'Aquila, President
 Yale New Haven Hospital

 Darnell Goldson, President
 Board of Education

4-29-19

 Date

 Date

 Federal I.D.

**EXHIBIT A- DETAILED SCOPE OF SERVICE:
SCHOOL HEALTH CENTERS & *SCHOOL DENTAL CLINICS**

SERVICE DELIVERY, DATA SECURITY, STAFFING, INSURANCE COMPLIANCE

The Subcontractor and its personnel will provide the following services utilizing licensed, or certified and supervised personnel (as required by the State of Connecticut law), who are qualified by training and experience to perform their professional duties during School Health Center hours of operation:

A. Clinical Services: Culturally Competent Medical, Mental Health and Preventive Dental Services

1. Diagnosis and treatment for illness and injury
2. Psychological assessments
3. Crisis intervention and advocacy
4. Individual, family and group counseling
5. Health education
6. Substance abuse/AIDS counseling and referral
7. Referral for follow-up services, diagnostic procedures and treatment of conditions that are beyond the scope of services provided in the clinic
8. Outreach to families and at risk students
9. Case management
10. Medical and Mental health services that do not supplant existing school health services
11. All health services provided by the Subcontractor to any students during school hours must be done on site to help students remain in school and be available to learn
12. Medical providers will provide a mental health screening with a formal tool for all students at the time a physical examination is performed, at a minimum.
13. Body Mass Indexes (BMIs) shall be calculated and recorded for all students at the time of any medical visit at a minimum, unless calculated and recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format either provided or approved by DPH, and will be entered into HealthX.
14. An Asthma Action Plan shall be put in place, or must be confirmed to be in place in HealthX for all clients with a diagnosis of Asthma who use the clinic for medical services.
15. Preventive Dental Services including: Screens, Flouride, cleanings and sealants will be provided to enrolled students needing them.
16. **Culturally Competency-** All SHC staff shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. All subcontracted agencies shall include strategies and efforts to ensure that culturally competent staff and service is delivered in the SHCs. This may include but is not limited to the following:
 - a. A program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity;
 - b. Policies and procedures for the provision of interpreter/translator services;
 - c. Readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
 - d. The development of non-English client-related materials that are appropriate for the population served by the program,
 - e. Signage (in commonly encountered languages) that provides notices and directions to services within the facility,
 - f. Policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,

- g. Strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations, the Contractor/subcontractor will:
 - i. Actively recruit applicants from the minority population served,
 - ii. Include cultural competency criteria in the evaluation of applicants,
 - iii. Assign a higher value to the cultural competency criteria for those applicants from the minority populations served.
- h. Institutional policies and procedures to accommodate the ethnic and cultural practices of clients, client's families, and staff,
- i. An organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and,
- j. Surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

B. School Support and SHC Outreach Services

The Subcontractor and/or its SHC personnel will:

1. Provide a minimum of twenty-four (24) consultation sessions to school staff, and eleven (11) classroom presentations to complement the school curriculum in areas of health promotion and psycho-social development
2. Provide a minimum of two (2) presentations for parents on issues of health promotion and psychosocial development or other topics of interest in the community
3. Participate in a minimum of four (4) school events/year that promote health/wellness for students, families or staff
4. Collaborate with the school to participate in a minimum of 4 outreach events/year to promote access, utilization and awareness of SHC services (e.g. orientation, table school events, SHC open houses, etc.) and document number of students/parents/staff reached
5. At least one SHC staff member will regularly attend their school's: 1) Staff and Student Support Team (SSST), 2) Attendance Committee, 3) SPMT committee and 4) School Wellness Committee and any other relevant school committees, per school request.

C. Patient Records, Data Entry and Reports

The Subcontractor or its personnel will provide the following:

- a. Document clinical notes for every visit into patient record system (e.g. Electronic Medical Records), and enter information for billing, if approved;
- b. Complete daily data entry of all required student information, including all visit encounter forms and data needed for reports, billing, or as requested by the SHC Director into the NHPS data management system: Health X.
- c. Establish and maintain a systematic process for making and obtaining referrals to and from community-based health care providers, as needed, for SHC clients and their families. Services provided by referral must incorporate follow-up including checking that the appointment was kept, checking that the services met the client's needs, the outcome of the referral, and relevant health care findings. This information must be incorporated into the Client's medical record.
- d. Export SHC visit data from agency EMRs per required reporting, to DPH per trimester reporting schedule.
- e. Generate timely reports, as directed by the SHC Director, for DPH and NHPS from Health X.
- f. Third party billing and reporting as directed by the SHC Director on behalf of the Board.

D. Hiring and Staffing Levels for SHCs: NHPS expects that all SHC staff in funded sites work at least 35 hours a week at the SHCs.

1. The Subcontractor will provide administrative and clinical supervision of all professional and support staff.

2. The Subcontractor must send the SHC Director resumes of potential candidates for SHC positions at least 2 weeks before interviews begin, and offer the SHC Director the opportunity to interview the final candidates with the Subcontractor before an offer of hire is made;
3. As a condition of hire, the Subcontractor must require that all final SHC candidates pass a criminal background check as part of their application process, and before he/she can begin work in a school;
4. The SHC Director will be sent resumes of final candidates for any School Health Center positions and be given the opportunity to interview final candidates prior to hire;
5. The school Principal will be given the opportunity to have input in the final selection of any SHC staff if both desired and feasible;
6. Agencies must submit a **SHC- Agency Staff/Program Form** to the SHC Director for any new SHC staff (permanent or temporary) and/or any individuals from the community who will provide direct services to students, health education or programs brought in through your agency for review and approval at least 2 weeks prior to start dates (form will be provided);
7. Once the staffing and pay rates are finalized contractually, the Subcontractor will provide the SHC Director with a list of their clinic staff by site with their scheduled hours/weeks, and rate of pay by **July 15th 2019**, and provide updated staffing lists /information within five (5) business days of any changes;
8. The Subcontractor and SHC Director will agree, in writing, on a method of regular monitoring and reporting process of SHC staff attendance as part of this agreement;
9. The SHC Director must be notified in writing of any changes in SHC staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
10. The Subcontractor will maintain full staffing levels at the School Health Centers(s) without jeopardizing staffing at the other clinic sites named in this Agreement;
11. Subcontractor personnel in DPH funded sites will work no less than 35 hours per week, covering school hours, for the term specified in this Agreement, unless approved for less coverage in writing by the SHC Director.
12. The Subcontractor will notify the SHC Director, immediately, of any staffing changes or shortages. If vacancies cannot be filled within five (5) school days, thus jeopardizing full staffing (35 hours per week, during school hours), the funding amount of the contract will be reduced accordingly for each non-staffed day, unless other arrangements are approved in writing by the SHC Director;
13. Any position left vacant for more than forty-five (45) days will be forfeited to the Board for the remainder of the contract year to fill the positions, and the contract amount will be reduced to reflect that change;
14. Any staffing changes must be reported to, and approved by, the Board's designee, in writing, with the exception of firing due to misconduct or medical or personal leave. In these instances, the Board must be notified within five (5) business days that there will be a vacancy and the Subcontractor must also provide an adequate plan in writing within five (5) days of a vacancy for full coverage for the School Health Center. Unfilled vacancies will be subject to funding reduction as outlined in #7, above.
15. The Subcontractor must report, within forty-eight (48) hours, upon the loss, restriction, suspension, or surrender of any medical or other credentials, qualifications, or licenses; and will immediately cease to provide further services to patients upon such loss, restriction, suspension, or surrender of such medical or other credentials, qualifications or licenses.
16. The Subcontractor will complete and submit the "Vacancy Tracker form" (provided by NHPS) to the SHC Director at least 2 weeks prior to the vacancy, when possible, when a SHC employee vacates a position and submit an updated version at least 2 weeks prior to the start date of a new person filling the vacancy.

E. Staff Orientation, Staff Development & Certification

1. Newly hired SHC staff will be provided with individual orientation within 2 weeks of their start date by both the SHC Director and from the agency. The SHC Director may delegate, with their consent, any other SHC staff in the District to assist with training, mentoring or supporting new staff as they adjust into their role and setting.
2. The Subcontractor shall facilitate annual certification of School Health Center staff, and the nurse practitioner staff or one FT SHC staff member shall be certified to deliver:
 - a. First Aid

- b. Cardiopulmonary Resuscitation including operation of the A.E.D (Automatic External Defibrillator), and
3. Subcontractors will follow the SHC Preceptor protocols developed by the SHC Advisory Board and will submit the staff preceptor form to the NHPS SHC Director by September 30th, 2019 and update if any changes are made during the year.
4. The Subcontractor shall provide documentation to the SHC Director that SHC personnel participate annually in ongoing professional development programs to update and enhance their knowledge of community and school health, and health promotion and illness prevention strategies for children and adolescents.

F. Compliance: Public Health, DPH Inspections-Data Security Requirements, Litigation and Board Regulations

1. The Subcontractor and its personnel will maintain full compliance with all Medicaid and Medicare statutes, regulations, manual provisions, rules, guidelines, contract provisions, policies and procedures applicable to any services provided by the Contractor and its personnel.
2. Subcontractor personnel will perform such duties as patient care, education and research as set forth in the State of Connecticut Department of Public Health grant proposal and as required by the Board, and by any requirements imposed in any contract entered into with the Board relating to Medicaid or Medicaid managed care and in particular, act in the capacity and perform the particular duties set forth in this contract, within the scope of any certification or licensure.
3. Personnel will carry out the policies and instructions of the Board, as communicated by the SHC Director.
4. The Agency (DPH) or its affiliated representatives shall at all times have the right to enter into the Contractor(BOE) or Subcontractor's premises, or other such places where duties under the contract are being performed, to inspect, monitor or evaluate the work being performed in accordance with Conn. Gen. Stat. 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor/Subcontractor shall disclose information on Clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
5. The Subcontractor and its personnel will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations.
6. The Contractor and Subcontractors, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained in a commercially reasonable manner in accordance with current industry standards.
7. Each subcontractor shall implement and maintain a comprehensive data-security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Personal Information, including but not limited to passwords, and
 - e. Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
 - f. The Contractor and subcontracted parties shall notify the Department and the Office of Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Subcontractor possess or control has

been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor or Subcontractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring and protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractor's or Subcontractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- g. Nothing in this section shall supersede in any manner Contractor's or Subcontractor's obligations pursuant to HIPAA or the provisions of this contract concerning the obligations of the contractor or Subcontractor.
- h. Subcontracted agencies, as appropriate, shall disclose to the SHC Director, to the best of their knowledge, any claims involving the Subcontractor that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.
- i. The Subcontractor acknowledges and agrees that nothing in the contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers arising out of the Contract. To the extent that this section conflicts with any other section, this Section shall govern.

8. The Subcontractor will collaborate with the SHC Director in the ongoing development and maintenance of a **School Health Center Manual** that outlines clinic policies, procedures and protocols, which are maintained on-site and available for inspection by the State personnel and Board.

- a. The manual shall include policies and procedures regarding:
 - i. Non-discrimination
 - ii. Confidentiality of Client Services
 - iii. HIPAA
 - iv. Clinical coverage in the event of: Staff absences, staff vacations, and staff vacancies
 - v. Consent for services
 - vi. Patient rights and responsibilities
 - vii. Emergency procedures
 - viii. Reportable disease process
 - ix. After hours policy
 - x. Child abuse reporting policy
 - xi. SCH staff job descriptions with qualifications, responsibilities, supervision, and evaluation procedures
 - xii. Quality Assurance
 - xiii. Complaint and incident review
 - xiv. Referral and follow-up system
 - xv. Cultural competency/sensitivity
 - xvi. Risk assessment screening, and
 - xvii. Staff clinical background checks

9. The Subcontractor will pursue active collaboration with and, as appropriate, referrals to local HIV/AIDS projects, Adolescent Pregnancy/Young Parents Program and the Healthy Start Program.

10. The Subcontractor will provide a written plan for back-up medical and mental health services to students during times when the School Health Clinic is not in operation.
11. The Subcontractor assures the School Health Clinic(s) shall operate in accordance with the Public Health Code, section 19-13 D45 through D53, "Licensing Outpatient Clinics Operated by Corporations or Municipalities," or in accordance with the General Statutes of Connecticut, Section 19a-493. A copy of each Clinics Outpatient License and a copy of each staff member's license and resume must be submitted to the SHC Director **prior** to opening in the fall.
12. The Subcontractor assures the School Health Center(s) will comply with all quality assurance, Department of Public Health and Hospital Accreditation standards for Satellite Sites, data gathering and reporting requirements, as required by the State and Board, as specified in this contract.
13. The Subcontractor and its personnel will collaborate with school administration and comply with all SHC policy and procedures, as indicated in the SHC manual, and all school policies and procedures applicable to staff working in the school, including safety, evacuation, codes, communication with staff, managing students, etc.
14. Title to equipment purchased with funding from the Department of Public Health shall vest with the State and shall be returned when it is determined by the Department of Public Health that use for the continuation of intended services is no longer required.

G. Insurance

The Subcontractor agrees that each healthcare provider will be covered, at such healthcare personnel or Subcontractor's expense, by policies of professional liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. In addition, and subject to the same terms and conditions, each procedure for obtaining such access as set forth in 42 CFRv420.304 shall be followed.

If either party carries out any of the duties of this Contract through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. Section 405.427 (b), such subcontract, that related organization, upon written request, shall make available to the Secretary or Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and record of such organization that are necessary to verify the nature of extent of such costs.

To the extent that this provision varies from any provision required by final regulation issued under authority of 42 United States Code 1395x(v)(1)(1), the provisions said regulations, 42 C.F.R. Part 410, shall be deemed by the parties to supersede this provision and be made a part hereof by reference.

Liability Insurance

The Subcontractor will provide Liability Insurance for staff at an appropriate level set forth in this Contract.

H. Non-Discriminatory Clause

The Subcontractor and its personnel will provide the best possible care to all patients as assigned to him/her without regard to a patient's ability to pay and without regard to the patient's race, color, national origin, sex, age, religions, ancestry, marital status, sexual orientation, place of residence, health status, area of residence, diagnosis, handicap, or any other status prohibited by applicable statute or regulation; and

The Subcontractor will accept payments from the Board as payment in full for services rendered pursuant to this Contract. The Contractor shall have no recourse against patients or their families for non-payment of services by the Board.

I. APPROVED SHC FORMS/MATERIALS - DATA COLLECTION -QUALITY ASSURANCE/REPORTS

A. Board Approved Forms & Materials

1. The Subcontractor and its personnel will use only NHPS issued required forms and promotional materials that are distributed to students, staff and families including but not limited to: permission, release and reporting forms, SHC service brochures, and data collection tools . All SHC promotional and/or informational materials that are generated by Contractors for students, parents and staff must be approved by the SHC Director prior to distributing to sites.
2. In cases where customized forms or changes to any existing NHPS forms/materials are indicated, they must be approved by the SHC Director in writing in advance of implementation.

The following NHPS issued forms/materials are required for uniform use across all SHCs and/or agencies: *Forms Attached in Appendix B*

- a. SHC Visit Encounter forms (Medical, Mental Health, Non-Clinical)
- b. Parent Permission forms
- c. Release of Information Forms
- d. Student, Parent and Staff Satisfaction Surveys
- e. Financial reporting forms-per DPH
- f. Billing Revenue Request Form
- g. Quality Improvement Plan form
- h. Trimester Activity Reports-DPH
- i. Advisory Meeting Minutes/Members Forms
- j. Non-DPH Reporting Forms
- k. NHPS SHC Brochures and other promotional materials
- l. SHC Signage, posters
- m. Staffing Forms

B. Data Collection:

1. SHC staff (Office Managers) will enter all required data from NHPS encounter forms into the NHPS data management system (Health X) and will provide required statistical and programmatic information for all required reports as requested from the SHC Director using DPH and/or NHPS report templates/formats.

C. Quality Assurance

1. The Subcontractor shall incorporate systems of quality assessment, and a quality improvement plan that focuses on provider responsibilities for improving care processes and outcomes that address a full range of activities, including but not limited to:
 - a. Management of clinical conditions
 - b. Documentation of progress toward selected objectives/measures
 - c. Documentation of care
 - d. Documentation of student progress toward improved health and educational outcomes (HealthX-designated diagnoses)
 - e. Patient satisfaction
 - f. Patient knowledge, and
 - g. Changes in patient behaviors
 - h. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made (DPH). The Contractor shall provide for an annual financial audit acceptable to the agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with state single audit standards as applicable.
 - i. The Contractor shall make all of its and the Subcontracted Parties' records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. The State may request an audit or inspection at any time during the contract term

and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor and subcontractor shall cooperate fully with the State and its agents in connection with an audit or inspection.

- j. For purposes of this subsection, as it relates to State grants, the word “contractor” shall be read to mean “nonstate entity” as that term is defined in C.G.S 4-230.

D. District and School Health Center Advisory Committees and School Staff Meetings

1. District SHC Advisory Committee:

A Subcontractor designee will attend the District SHC Partner Advisory Committee meetings, which meet quarterly, to collectively assess the District SHC program, provide recommendations for improvement and address issues related to operations, program quality, services and impact.

2. SHC Staff Advisory Board:

Each SHC or District shall maintain an independent community-based SHC Advisory Board that must meet the following requirements:

- Meets a minimum of two (2) times per year;
- Minutes of these meetings shall be submitted to the SHC Director within fifteen (15) days of each meeting;
- The advisory board shall be involved in program planning and development, implementation and evaluation, review and approval of the SHC Quality Improvement Plan, review of utilization trends, and decisions about management, services and funding.

The membership of this Advisory Board shall consist of, at a minimum, representatives from the following:

- **at least 1 staff representative from each SHC site**
- one parent of a student enrolled in a SHC,
- individuals in the community involved with health issues,
- social service providers from school or community,
- school faculty or administrators

3. Regular SHC Staff Meetings by Role

All SHC staff may meet at least bi-monthly by clinical specialty or role to review and share common issues, programs and successes and to prioritize items needing input from the SHC Director for the semi-annual “all-staff meetings”.

4. District-wide All-Staff Meetings:

A minimum of two mandatory “all-staff” meetings for all SHC staff will be scheduled with the SHC Director to address issues related to programmatic, training needs, and /or reporting.

5. District Wellness Committee-Monthly meetings

Subcontractor agency will designate at least one SHC staff representative (per agency) to serve on the District Wellness Committee and attend monthly meetings (September-May).

E. REPORTS-Quality Improvement-Report Cards (RBAs) & EVALUATION

1. The 3 Quality Improvement Measures selected by each site/agency from the outcome measures table (per DPH contract) will be tracked through the year, and the outcomes will be used for the Results Based Accountability (RBA) Report Cards for DPH funded sites.

The Contractor will submit annual report cards specific to medical and mental health services provided, in an electronic format required by the Department and inclusive of each funded SHC reflecting: Identified SHC

- a. the number of clients enrolled
- b. the number of clients who have had at least one visit
- c. type of insurance utilized to support provided care

- d. overall client and/or parent satisfaction with SHC services
- e. data on the outcome measures for Outcome #1 and at least two other Outcomes detailed within the following school health center outcome measures table.
- f. Each subcontracted agency will prepare and submit one Medical RBA that reflects data from their funded sites and one mental health RBA which reflects data from their funded sites.

School Health Centers Outcomes and Measures

The Subcontractor shall achieve Outcome #1 and two additional outcomes from this table for each of its funded **SHC site and submitted by each agency.**

OUTCOMES	MEASURES
1. Improve access to and utilization of primary and preventive health care and other essential public health services.	<ul style="list-style-type: none"> a. There will be at least 65% of the school’s Client population enrolled in the SBHC. Enrolled means that a signed parent consent form for the Client is on file. b. At least 50% of Clients enrolled in the SBHC will receive one or more visits. c. At least 80% of the Client population will receive an outreach contact regarding services available at the SBHC (through distribution of literature, invitation to an open house or event, participation in an educational forum, social media, or other contact).
2. Reduce the occurrence of preventable disease among SBHC Clients.	<ul style="list-style-type: none"> a. Enrolled Clients will be immunized with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) that are required by the state of Connecticut. Annually the number of Clients who received immunizations and the percentage of Clients behind in recommended intervals for immunizations who are brought up to date will be reported to the Department. b. The percentage of Clients offered as well as the number who received Influenza Vaccine will be reported to the Department. c. The percentage of Clients who received influenza prevention teaching will be reported to the Department.
3. SBHC Clients will utilize mental health services to improve their psychosocial functioning through assessment, intervention and referral.	<ul style="list-style-type: none"> a. 90% of school staff receive information about the mental health services offered through the SBHC. b. 85% of Clients identified with a mental health concern through risk assessment screening receive a mental health assessment administered by the SBHC mental health clinician or are referred for appropriate assessment. c. 50% of Clients receiving mental health services through the SBHC for at least three months of regular therapy demonstrate improved psychosocial functioning. d. 90% of Clients identified as having mental health needs that exceed the scope of services provided through the SBHC are referred to an outside mental health specialty service.

<p>4. Reduce the severity and frequency of asthma symptoms among Clients with asthma who utilize the SBHC.</p>	<p>a. 80% of Clients with asthma have a written asthma action plan.</p> <p>b. 70% of Clients compliant with a written asthma action plan show improvement in symptoms as documented by a health care provider in the medical record.</p> <p>c. There is a 20% decrease in urgent visits (visits by Clients seen in School Based Health Clinic due to asthma symptoms) as assessed by clinician notes, Electronic Health Record, or Data Base.</p> <p>d. 90% of Clients with asthma have a documented flu vaccine.</p> <p>e. The number of Clients with asthma that report reduction in admissions to the Emergency Department during the school year is increased by 20%.</p>
<p>5. Reduce the proportion of SBHC Clients with obesity.</p>	<p>a. 90% of SBHC Clients of medical services have documentation of BMI in their record.</p> <p>b. 80% of SBHC Clients of medical services with a BMI > 85th percentile receive education and/or counseling about nutrition and physical activity, or are referred for education and/or counseling.</p> <p>c. 25% of SBHC Clients of medical services with a BMI > 95th percentile have a written plan to improve nutrition and increase physical activity and are offered follow-up on a regular basis.</p> <p>d. 50% of SBHC Clients who have a written plan to improve nutrition and increase physical activity and who receive follow up report that the plan was shared with their family, and/or report a positive lifestyle change (i.e. increased physical activity, improved nutrition, reduced "screen" time, elimination of sugary drinks in their diet).</p>
<p>6. Reduce the occurrence of STDs among Client SBHC Clients. (Reproductive Health – clients in grades 7-12)</p>	<p>a. 85% of sexually active Clients are screened for STDs.</p>

2. Satisfaction Surveys: Students, Parents and Staff:

- a. All SHCs must use the uniform NHPs student satisfaction survey and distribute/collect/summarize these surveys each year to students in grades 5-12 using the quantity guidelines below. Each site must enter their survey responses into the NHPs Survey Monkey tool by May 30th of 2020.
- b. The survey will include questions to ascertain satisfaction with the cultural competency of service provision. Results of the survey will indicate that at a minimum, **85% of clients/parents/guardians of Clients using the SHC are satisfied with services received.**

- c. Results of **staff surveys** will indicate that at a minimum, 85% of staff grade the site with an A or B, and /or at least 85% they rate their experience with the SHC staff as Good or Great.

The SHC Director and Subcontractors will collaboratively develop uniform NHPS satisfaction surveys for parents (grades K-8) which will eventually be used across all sites. Each SHC will distribute/collect/summarize before May 30th, 2020.

Quantity Guidelines for all Surveys:

1. For schools with up to 500 students: Collect at least 50 completed student surveys, 20 parent surveys and 20 staff surveys
2. For schools with more than 500 students: Collect at least 75 completed student surveys, 20 parent surveys and 25 staff surveys

The survey will include questions to ascertain satisfaction with the cultural competency of service provision. The Contractor will include strategies to address survey findings in the year end report.

REQUIRED PROGRAMMATIC REPORTS (All sites)

A. TRIMESTER ACTIVITY REPORTS: For *DPH & NHPS

The Subcontractor /staff shall complete and submit their site-specific Program Activity Reports (DPH and Non DPH) per DPH and SHC Director instruction, on official report forms provided, to the SHC Director following the schedule below:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2019
November through February	March 10, 2020
March through June	July 10, 2020

1. DPH & NHPS REQUIRED DATA –Trimester Reports

The Subcontractor will meet the State Department of Public Health requirements by collecting and documenting all required information for the DPH/NHPS Reports, including but limited to:

- a. Access/Enrollment documentation
- b. Utilization documentation
- c. Demographics of enrolled Students
- d. Disposition
- e. Provider Information (NP/SW visits)
- f. Insurance information
- g. Asthma Action Plan Status: An asthma action plan shall be put in place, or be confirmed to be in place for all clients with a diagnosis of Asthma who use the clinic for medical services. Data pertaining to an asthma action plan will be entered into an electronic format
- h. BMI medical visits (childhood obesity):) Body Mass Indexes (BMIs) shall be calculated and recorded for all clients at the time of any medical visit at a minimum, unless calculated and recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format for reporting.
- i. Mental Health Screenings Status: The Contractor shall provide mental health screening with a formal tool approved by Board for all clients at the time a physical examination is performed, at a minimum

- j. Progress indicators for selected diagnoses per NHPS
- j Health Education Efforts

2. STATISTICAL DATA EXPORTED FROM EMRs:* DPH funded Sites:

Due end of the year (by July 10, 2020)

The Subcontractor will export data for all SHC visits (medical and mental health) at the end of the school year that includes, student ID, diagnoses, date, procedure codes, demographic, insurance, disposition, grade and provider information by site from their Electronic Medical record system to Department of Public Health secure folder. DPH Contact: Johanna Davis. Johanna.davis@ct.gov

B. YEAR-END REPORT: The Subcontractor agrees to submit:

The final program, statistical and expenditure reports for each site, in the formats provided by Department of Public Health and/or NHPS, shall be submitted within thirty (30) days after the termination of this contract (July 10th) and shall be due no later than August 10, 2020.

Parts of Year End Report:

- a. **Completed Year end report for every site (using NHPS template)**
- b. **Annual Results Based Accountability Report Cards (RBA) by Agency for each DPH site : Outcomes Based on the 3 tracked outcome measures selected.**
 - Must include access and utilization measures and choice of 2 others from DPH Outcome Measures table in the format provided by DPH
 - Subcontractor will complete two RBA reports by agency for DPH funded sites. One for Medical and one for mental health objectives, and submit to CSH Director & DPH by August 1st, 2019, using the templates and graphs provided by DPH.
- c. Satisfaction Survey Results entered into Survey Monkey: **Due by May 30th 2020**
- c. **Data Export from EMRs for the school year**

C. EXPENDITURE/SALARY DETAIL REPORTS & INVOICES: For DPH Funded Sites

REIMBURSEMENT REVENUE REPORTS- Required for ALL sites

- a. The Subcontractor shall provide expenditure reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

FINANCIAL REPORTS/INVOICES: For DPH Funded Sites

The Contractor shall provide financial reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2019
November through February	March 10 2020
March through June	July 10, 2020

- b. The Subcontractor will also submit a completed staff salary/rate and hourly Detail Report (use form provided by NHPS) with the DPH financial forms/invoices.

- c. All Subcontractors billing for SHC services at any site will submit the following per the schedule above to the SHC Director:

- a. Billing Revenue Report by SHC site
 - b. A report describing how the revenue is supporting the SHC sites
- * Any expenditures with either DPH funds or revenue generated from billing, must be used to maintain, enhance or expand SHC services.

D. COMPENSATION & THIRD PARTY BILLING REVENUE

A. As compensation for all services rendered pursuant to this Contract, the Board agrees to pay a fee at a rate specified or in accordance with the formula and amount set forth in this Contract. This Contract will remain in effect from July 1st through June 30 of the service year, as stipulated in this Contract, unless terminated sooner in accordance with the terms hereof, whichever comes first.

Compensation will be made upon the submission of an invoice and is contingent on the timely receipt of expenditure reports, invoices and all program and service reports outlined in this Contract.

If incorrect or incomplete expenditure reports and data reports are submitted, the Subcontractor will have ten (10) business days to submit a corrected report. Board and Subcontractor will work collaboratively to resolve the matter.

In the event that data reports have not been submitted by the deadlines stipulated in the Contract, the Board will delay payment or, reduce the amount of the payment, or, in the case of non-compliance with requirements set forth in this Contract, to reduce the amount of payments based on the Subcontractor's non-conformance with reporting requirements.

B. Third Party Billing Revenue

All subcontractors staffing any SHC must attempt to bill at least Medicaid, and attempt to contract with private insurance companies for all eligible services and maximize reimbursement possibilities.

A goal for the NHPS this year is to explore and secure reliable revenue stream options to ensure equitable support, sustainability and/or expansion of SHC services and support for other evidence based school health initiatives across schools that promote NHPS goals.

1. Medicaid and Private Insurance

The Subcontractor will bill Medicaid and private insurance for all eligible services in accordance with Subcontractor's policies;

2. All third-party reimbursements must be used to support and/or expand the SHC program operations. Reports will be provided to the Board, upon request and through trimester reports, about how all revenue from billing reimbursements is supporting and/or expanding the SHC Program;

4. If billing is not being maximized currently in accordance with Subcontractor billing policies and procedures, the Subcontractor must develop a plan with the SHC Director by September 15th, 2019 about how billing will be maximized, with a timeline;

5. The Subcontractor will submit a billing revenue expenditure report for all SHC services using the NHPS template provided with the Financial Reports/invoices following the same trimester schedule;

6. The SHC Director will evaluate the billing performance each trimester and review at least annually with the Subcontractor to determine billing and license arrangements for the following year that will best support the entire SHC program;

2.Revenue Generated from SHC Billing/Reimbursement : To ensure compliance with the DPH contract requirement " *The Contractor shall use revenues generated from reimbursement from billed services to*

maintain, enhance and expand(SHC) services" in a collaborative and transparent manner, Contractors will:

- 1. Work together with NHPS to increase diverse and reliable sources of revenue to maintain, enhance and expand SHC services in an equitable manner as part of our SHC Partner Advisory Committee work;*
- 2. Complete Billing Revenue Expenditure reports on a trimester basis that documents where and the amount of reimbursement revenue from any SHC billing are being spent in any of the acceptable areas listed below;*
- 3. Work with NHPS to evaluate cost effectiveness and efficiency of both billing practices and of operating SHCs across agencies*

Acceptable Areas for Reimbursement Revenue

1. SHC salaries and benefits
2. SHC equipment, furniture, supplies
3. Partial program-related administrative services (billing, supervisory)
4. Approved expansion of hours/services at SHC sites



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

New Haven Public Schools
School Health Center Program
Agency and Site Contract Deliverables Status
March, 2019

Agency: Yale New Haven Hospital

SHCs: 5

	Enrollment	Utilization	Population
Barnard	90%	61%	526
Career	70%	31%	688
Hillhouse	56%	38%	949
M. Sheridan	94%	61%	552
Troup	76%	55%	453

1. 2018-2019 Agreement requirements-by site:

- Enrollment by site-Goal 85%-700 *60%>700:
- Utilization by site- Goal 50%-700 *35%>700

Status:

- a. Agency submitted complete programmatic reports on time(per trimester deadlines) Yes ___ No
- b. Agency submitted all financial reports on time (per trimester deadlines) Yes ___ No
- c. Agency submitted accurate RBAs on time: Yes ___ No 17-18 RBAs due date from DPH?

SHC Site	Staff consults (24/yr)	Classroom presentation	Parent Presentations (min-2/yr)	Participated school events (min-2)	Outreach (min 4/yr)	*Documenting impact results (MH/Med) in HealthX	
						MED	MH
Barnard	25	17	2	5	10	yes	yes
Career	85	7	0	11	21	yes	yes
Hillhouse	28	8	0	8	6	yes	yes
M. Sheridan	44	22	4	10	9	yes	yes
Troup	9	4	2	1	6	yes	yes

At least one SHC staff attended monthly school meetings to date

SHC Site	SSST-# attended	Attendance--# attended <i>NP & SW required</i>	SPMT-# Attended	SN-Case Mgmt-# attended	School Wellness Committee
Barnard	7	7	1	21	Nomeeting/na
Career	7	7	3	1	No committee
Hillhouse	12	8	No committee	5	No committee
M. Sheridan	6	11	7	21	7
Troup	No SSST/na	14	5	13	5

- d. All staff attended mandatory SHC meetings by BOE Yes ___ No
Sites not meeting this requirement: _____
- e. At least one staff from each site served on SHC Advisory Committee ___ Yes ___ No
Sites not meeting this requirement: _____
- f. One staff per agency regularly attends DWC meetings: Yes ___ No Comment: _____
- g. SHC Supervisor attended all Partner Advisory Meetings: Yes ___ No Comment: _____

2. Student Satisfaction Survey Results- Due end of year
3. School Staff Survey Results –Will be available May, 2019

4. Summary Comments to date:

YNHH staff/agency has met/exceeded all contract deliverables for 18-19 school year.

[Signature]

New Haven Public Schools
School Health Center Program
Agency and Site Contract Deliverables Status
April, 2019

Agency: Yale New Haven Hospital

SHCs: 5

1. 2018-2019 Agreement requirements-by site:

• Enrollment by site-Goal 85%-700 *60%>700:

• Utilization by site- Goal 50%-700 *35%>700

Status:

	Enrollment	Utilization	Population
Barnard	90%	61%	526
Career	70%	38%	688
Hillhouse	56%	46%	949
M. Sheridan	91%	67%	555
Troup	76%	64%	453

a. Agency submitted complete programmatic

reports on time(per trimester deadlines) Yes No

b. Agency submitted all financial reports on time (per trimester deadlines) Yes No

c. Agency submitted accurate RBAs on time: Yes No 17-18 RBAs due date from DPH?

SHC Site	Staff consults (24/yr)	Classroom presentation	Parent Presentations (min-2/yr)	Participated school events (min-2)	Outreach (min 4/yr)	*Documenting impact results (MH/Med) in HealthX	
						MED	MH
Barnard	25	17	2	4	10	yes	yes
Career	46	4	2	11	21	no	yes
Hillhouse	28	8	3	8	6	yes	yes
M. Sheridan	44	10	3	7	7	yes	yes
Troup	26	4	2	5	6	yes	yes

At least one SHC staff attended monthly school meetings to date

SHC Site	SSST-# attended	Attendance--# attended NP & SW required	SPMT-# Attended	SN-Case Mgmt-# attended	School Wellness Committee
Barnard	7	7	3	21	1
Career	7	7	3	1	3
Hillhouse	12	8	4	5	1
M. Sheridan	4	8	3	9	5
Troup	5	10	3	6	5

d. All staff attended mandatory SHC meetings by BOE Yes No

Sites not meeting this requirement: _____

e. At least one staff from each site served on SHC Advisory Committee Yes No

Sites not meeting this requirement: _____

f. One staff per agency regularly attends DWC meetings: Yes No Comment: _____

g. SHC Supervisor attended all Partner Advisory Meetings: Yes No Comment: _____

2. Student Satisfaction Survey Results- May, 2019

3. Summary Comments to date: All SHC staff and agency supervisors met or exceeded deliverables of the contract.

MAUROSHERIDAN

2019

Hearing Equipment

This spring approximately 450 students at the Mauro Sheridan School were screened for hearing acuity. This screening was done by the Bureau of Nursing from the City of New Haven. Hearing screenings along with vision screening are mandated nursing services for the students of new haven.

The majority of students passed their hearing test. There were approximately 6 students who were referred to the school based health clinic for evaluation of their ears. Of those six students one student was found to have an middle ear infection, otitis media. The other students had an impaction of cerumen (wax) and required a water lavage for removal of the wax. Once cleaned, they passed their hearing exam and were able to return to class without interruption. Both the Welch Allyn audiometer and the ear washing system were purchased with HRSA grant money.

Without the services of the school clinic, these children would have received a referral to be seen by their pediatricians and then return to school. The school clinic is on site, which expedites the process allowing the child to return to class the same day. The child with the ear infection was prescribed antibiotics and allowed to return the class the next day.

This service still continues with the City of New Haven Bureau of Nursing school health aids who come to every New Haven school and perform hearing and vision screening for children in grades k, 1,3,4,5. Out of the approximately 300 children screened, 10 children were referred to the SBHC for further evaluation of why they failed the hearing screen. Some children needed wax removal and were able to pass the hearing screen once they were free of wax. Others had normal tympanic membranes but were still unable to pass the screener and were referred to Pediatric ENT. One child was dx with a neuro- sensory loss and may require hearing aids. This remains a valued service for our children and their families.

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Sue Peters, Director, SHCs/Dental Clinics
Date: May, 2019
Re: Request SHC Agency Agreements: YNHH, Clifford Beers, FHCHC,
CS-Hill Health Center
Proposed Meeting Date: June , 2019

Executive Summary/ Statement:

Approval is requested for Agreements by and between the New Haven Board of Education and the following agencies who provide medical, mental health, dental and/or administrative support in 15 of our school health centers, 10 of which receive support from DPH: Yale-New Haven Hospital (5 SHCs), Cornell Scott-Hill Health Center (8 SHC), Fair Haven Community Health Center (4 SHCs), Clifford Beers (2 SHCs). The schools they serve are listed in each agreement and every agency is responsible for the same deliverables outlined in the agreements to ensure accountability and evaluation of impact, reporting, quality and satisfaction of services. The staff at each SHC will provide enrolled students with acute, chronic and preventive medical and mental health services, including family and/or group therapy and crisis intervention, and health education. In addition, SHC staff will be an integral member of the school and play an active role in supporting school staff through consults, PD and serve on core school committees.

Amount of Agreement and the Daily, Hourly or per Session Cost:

YNHH-\$372,289; Clifford Beers: \$83,958; CS-HHC: \$299,434; FHCHC: \$195,843

Funding Source & Account #: 2512-5124-56694

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals:

SHCs support the whole child to keep our students healthy, well and in school. Our SHC medical staff provide timely assessment, diagnosis, treatment and follow up in school that prevent students from missing class and school, and helps them to stay healthy, well and available to learn. Our social workers identify and address behavioral/mental health issues that adversely impact health, wellbeing, attendance and school performance. SHCs are a proven evidence based strategy to improve both health and learning of students and youth and prevent absenteeism for health reasons.

2. What **specific need** will this contractor address?
3. Our SHC staff address both student medical and mental health needs of students, including crisis intervention support. Nearly two thirds of visits to the SHC are for medical reasons,

with nearly 89% of these returning to class. Mental/behavioral health needs among students is increasing among our students. More than one in three visits to the SHC are for mental health needs, an increase of 7% over last year, and of those receiving therapy of more than 2 months, improvement in behavior, attendance and/or condition has been documented. Our clinicians also support the school by serving on school committees/case management teams, including SSST, SPMT, Attendance Committees, Wellness Teams, and participate in PPTs/IEPs as appropriate.

4. **Contractor selection:** quotes, RFP, or Sole Source? Please describe:
This contractor was selected based on positive evaluations of their past performance and approval by the funder DPH. This agency has met or exceeded all evaluation, reporting, and satisfaction survey requirements per their contract. See evaluation materials.
5. What **specific skill set** does this contractor bring to the project?
These agencies are the largest health/mental health agencies in the New Haven area that serve the majority of our students as their regular source of care already, and have the capacity required to staff so many SHCs. Being the “major 4” health providers in the area, they already have established and trusted relationships with most of our students and families. Having them provide care in school provides continuity of care in/out of school and better follow up capability and compliance than outpatient care facilities. All are well respected, effective in providing needed quality care/support to youth, and have been excellent partners with the District to help keep our students healthy, well and in school.
6. Is this a **new or continuation service**? Continuation
7. **Evidence of Effectiveness: How will the contractor’s performance be evaluated?**
All deliverables that will be tracked and evaluated are clearly outlined in each contract. Specific evaluation pieces include: Student satisfaction, enrollment/utilization benchmarks, impact data on health & educational outcomes, reporting, support for school staff, serving on school committees. The Director reviews status of deliverables with agencies twice a year, and meets quarterly with all supervisors to identify shared goals, address challenges and share evidence based strategies in school health to improve student outcomes.
8. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? N/A
9. Why do you believe this agreement is **fiscally sound**? This agreement is fiscally sound because the amount of the contract covers only about half of the salaries and no benefits for all of the staff positions. Agencies cover the remaining salary amounts and all staff benefits as “in-kind” for the SHC services, Further, the grant amount has continually been reduced over the past four years as part of the State budget cuts, and our partners remain committed to serving our students and supporting our schools, despite reduced or no provided funding to support and staff their sites.



New Haven Board of Education School Health Centers

Agency Subcontractor Contract 2019-2020

Clifford Beers Guidance Clinic

NHPS School Health Center Program Overview & Vision Statement

NHPS has long recognized the profound impact that a child's physical, behavioral and emotional health has on learning, success in school and in life. Committed to supporting the "whole child", NHPS operates 17 SHC s with five community partners, the largest program in the State. SHCs provide a critical "safety net" for children/adolescents for needed health/mental health services, health promotion and support by trusted adults who are accessible at school, during the school day, thereby limiting barriers to care.

SHCs also play a critical role as partners to support our District goals through prevention efforts, by addressing the health needs of students and by supporting staff and parents to reduce absenteeism; increase school connectedness; reduce barriers to learning; and help students to be healthy, focused and successful learners.

The NHPS School Change Goals are to support the whole child:

1. *Eliminate Achievement Gap*
2. *Cut dropout rate in half*
3. *Ensure that every student is ready and able to succeed in college*

As integral health professionals in our schools, the School Health Center staff will support the Goals of New Haven Public Schools described within by:

1. Providing confidential, quality health services, groups, and health education to students;
2. Implementing evidence-based clinical and programmatic best practices;
3. Helping to keep students in school and available to learn;
4. Serving as an integral members, resource and supports of the school through committee work, class presentations, consults, school health promotion initiatives;
5. Supporting school, families and students to improve overall health, health behaviors, learning and engagement in school of students;
6. Supporting District strategies to ensure sustainability and expansion of SHCs services/sites

Our vision is to strengthen and expand this program with our community partners to provide every student with access to the services and support of a SHC and to become a unified, sustainable and highly effective "model" program that promotes health and learning of all students.

To achieve this, our goal is for every New Haven SHC to be fully staffed (office manager, medical and mental health), with full-time staff (minimum 35 hours/week), to work collaboratively with the school nurse, school staff and families to become a true integrative model of care. Once every site is fully staffed, and maximizing billing, we intend to expand with the following:

- Add on-site dental services across sites where needed;
- Hire health educators for SHCs;
- Expand hours of existing SHCs and open additional sites based on need

**Agency SubContractor Contract
School Health Centers (SHC)**

Clifford Beers Guidance Clinic

This Contract entered into this day of , 2019, effective the 1st day of July, 2019, by and between the **New Haven Board of Education** hereafter called, the "Board/Contractor," and **Clifford Beers**, located at 93 Edwards Street, New Haven, CT 06511 hereafter called the "Subcontractor" .

The parties entering into this Contract acknowledge the following terms and conditions:

COMPENSATION-For DPH Funded SBHCs

Compensation for services is *contingent upon receipt of grant funds* from the State Department of Public Health. Pending receipt of funds, the Board will compensate the Subcontractor for satisfactory performance of service, which includes compliance with all staffing, service delivery and, reporting and documentation requirements, as outlined in this Contract.

Failure to comply with all requirements, as outlined in the Contract, may result in the withholding of payment and/or the reduction of payment.

The Subcontractor will return any unspent funds to the Board immediately following termination of this Contract or within thirty (30) days of the end of the State Department of Public Health contract date.

This Contract shall remain in effect from **July 1st, 2019 through June 30, 2020**, in an amount not to exceed Eighty three thousand nine hundred and fifty eight dollars (**\$83,958**). (**Amount is subject to change based on DPH funds**)

If funded by the Board through the State Department of Public Health (DPH) Grant, fiscal Support for this Contract shall be by: **School Health Center Program, Account #: 2512-5124-56694**.

In the event that the Subcontractor is providing an alternative funding source, the Board enters into this Contract as a **Non-Financial** partner with the understanding that all other terms and conditions, outlined in this Contract, are in effect, without exception.

SCOPE OF SERVICE

The Subcontractor will carry out a fully staffed program (unless approved otherwise)of psycho-social services and health promotion at **Clinton Avenue and Fair Haven Schools**, utilizing licensed, or certified and supervised personnel (when and as required by the State of Connecticut law), who are qualified by training and experience to perform their duties, as described in the Contract.

BOARD AUTHORITY

- a. The Board will appoint a designee, hereafter referred to as the "SHC Director", to oversee the operations of the School Health Centers. The SHC Director has authority to act on behalf of the Board in matters of finance, management, reporting and oversight of the School Health Centers;
- b. The Subcontractor's operation of a School Health Center, regardless of funding source, is subject to approval by the SHC Director, under terms set forth in this Agreement;
- c. A Board approved Agreement is required for all Subcontractors, regardless of funding source, for any School Health Center in New Haven Public Schools;
- d. The Subcontractor's personnel will be subject to Board's direction and control, through the SHC Director, with respect to his/her activities on behalf of the Board;

- e. The SHC Director reserves the right to prevent any staff member employed by the Subcontractor from working in the School Health Center, if, in its sole discretion, it determines that said employee's performance is unsatisfactory;
- f. The SHC Director must be notified in writing of any changes in SHC staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
- g. Any changes in program design, forms, reporting, documentation or service delivery must receive prior approval from the SHC Director;
- h. A description of any short or long term (more than once/twice) planned health services, programs or education by the SHC agency that will be provided to students in school by staff other than SHC staff must be submitted to the SHC Director at least 2 weeks in advance for review and approval as part of a centralized coordination plan to assess need, equity, student time issues and to avoid duplication of efforts.

BOARD AND SUBCONTRACTOR IN-KIND CONTRIBUTIONS

The Board will provide the following in-kind contributions for the School Health Center:

- a. Suitable space at the designated school(s)
- b. Utilities
- c. Phones
- d. Internet and Powerschool access; and New Haven Public School email addresses for all SHC staff
- e. Oversight and management of the School Health Center program
- f. Regular meetings and training for clinic staff and Advisory meetings with partners
- g. Standardized forms, surveys, data management system, and reports

The Subcontractor will provide the following in-kind contributions for the School Health Center/s:

- a. Medical supplies
- b. Liability Insurance for staff at an appropriate level set forth in this Agreement
- c. Salary/benefits of staff above what grant and/or billing revenue provides
- d. Clinical Quality Review
- e. At least 2 Staff development opportunities/year for their SHC staff
- f. Supervision of staff
- g. Replacement of office supplies/equipment (other than computers) including fax machines, ink/toner, paper, etc. directly or through revenue generated from billing

The Subcontractor shall insure and/or indemnify the Board and its members, employees and agents against all ***Exhibit A: Scope of Service:*** *Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.*

Exhibit B: Student Data and Privacy Agreement: *Attached*

APPROVAL: This Agreement must be approved by the New Haven Board of Education ***prior to service start date.*** Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



Contractor Signature

Darnell Goldson, President
New Haven Board of Education

4/30/19

Date

Date

Alice Forrester, CEO

Contractor Printed Name & Title

Revised: 10/2/18

EXHIBIT A- DETAILED SCOPE OF SERVICE:
SCHOOL HEALTH CENTERS

SERVICE DELIVERY, DATA SECURITY, STAFFING, INSURANCE COMPLIANCE

The Subcontractor and its personnel will provide the following services utilizing licensed, or certified and supervised personnel (as required by the State of Connecticut law), who are qualified by training and experience to perform their professional duties during School Health Center hours of operation:

A. Clinical Services: Culturally Competent Mental Health Services

1. Psychological assessments
2. Crisis intervention and advocacy
3. Individual, family and group counseling
4. Health education
5. Substance abuse/AIDS counseling and referral
6. Referral for follow-up services, diagnostic procedures and treatment of conditions that are beyond the scope of services provided in the clinic
7. Outreach to families and at risk students
8. Case management
9. Mental health services that do not supplant existing school health services
10. All health services provided by the Subcontractor to any students during school hours must be done on site to help students remain in school and be available to learn
11. **Culturally Competency-** All SHC staff shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. All subcontracted agencies shall include strategies and efforts to ensure that culturally competent staff and service is delivered in the SHCs. This may include but is not limited to the following:
 - a. A program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity;
 - b. Policies and procedures for the provision of interpreter/translator services;
 - c. Readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
 - d. The development of non-English client-related materials that are appropriate for the population served by the program,
 - e. Signage (in commonly encountered languages) that provides notices and directions to services within the facility,
 - f. Policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
 - g. Strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations, the Contractor/subcontractor will:
 - i. Actively recruit applicants from the minority population served,
 - ii. Include cultural competency criteria in the evaluation of applicants,
 - iii. Assign a higher value to the cultural competency criteria for those applicants from the minority populations served.
 - h. Institutional policies and procedures to accommodate the ethnic and cultural practices of clients, client's families, and staff,
 - i. An organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and,
 - j. Surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

B. School Support and SHC Outreach Services

The Subcontractor and/or its SHC personnel will:

1. Provide a minimum of twenty-four (24) consultation sessions to school staff, and eleven (11) classroom presentations to complement the school curriculum in areas of health promotion and psycho-social development
2. Provide a minimum of two (2) presentations for parents on issues of health promotion and psychosocial development or other topics of interest in the community
3. Participate in a minimum of four (4) school events/year that promote health/wellness for students, families or staff
4. Collaborate with the school to participate in a minimum of 4 outreach events/year to promote access, utilization and awareness of SHC services (e.g. orientation, table school events, SHC open houses, etc.) and document number of students/parents/staff reached
5. At least one SHC staff member will regularly attend their school's: 1) Staff and Student Support Team (SSST), 2) Attendance Committee, 3) SPMT committee and 4) School Wellness Committee and any other relevant school committees, per school request.

C. Patient Records, Data Entry and Reports

The Subcontractor or its personnel will provide the following:

- a. Document clinical notes for every visit into patient record system (e.g. Electronic Medical Records), and enter information for billing, if approved;
- b. Complete daily data entry of all required student information, including all visit encounter forms and data needed for reports, billing, or as requested by the SHC Director into the NHPS data management system: Health X.
- c. Establish and maintain a systematic process for making and obtaining referrals to and from community-based health care providers, as needed, for SHC clients and their families. Services provided by referral must incorporate follow-up including checking that the appointment was kept, checking that the services met the client's needs, the outcome of the referral, and relevant health care findings. This information must be incorporated into the Client's medical record.
- d. Export SHC visit data from agency EMRs per required reporting, to DPH per trimester reporting schedule.
- e. Generate timely reports, as directed by the SHC Director, for DPH and NHPS from Health X.
- f. Third party billing and reporting as directed by the SHC Director on behalf of the Board.

D. Hiring and Staffing Levels for SHCs: NHPS expects that all SHC staff in funded sites work at least 35 hours a week at the SHCs.

1. The Subcontractor will provide administrative and clinical supervision of all professional and support staff.
2. The Subcontractor must send the SHC Director resumes of potential candidates for SHC positions at least 2 weeks before interviews begin, and offer the SHC Director the opportunity to interview the final candidates with the Subcontractor before an offer of hire is made;
3. As a condition of hire, the Subcontractor must require that all final SHC candidates pass a criminal background check as part of their application process, and before he/she can begin work in a school;
4. The SHC Director will be sent resumes of final candidates for any School Health Center positions and be given the opportunity to interview final candidates prior to hire;
5. The school Principal will be given the opportunity to have input in the final selection of any SHC staff if both desired and feasible;
6. Agencies must submit a **SHC- Agency Staff/Program Form** to the SHC Director for any new SHC staff (permanent or temporary) and/or any individuals from the community who will provide direct services to students, health education or programs brought in through your agency for review and approval at least 2 weeks prior to start dates (form will be provided);

7. Once the staffing and pay rates are finalized contractually, the Subcontractor will provide the SHC Director with a list of their clinic staff by site with their scheduled hours/weeks, and rate of pay by **July 15th 2019**, and provide updated staffing lists /information within five (5) business days of any changes;
8. The Subcontractor and SHC Director will agree, in writing, on a method of regular monitoring and reporting process of SHC staff attendance as part of this agreement;
9. The SHC Director must be notified in writing of any changes in SHC staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
10. The Subcontractor will maintain full staffing levels at the School Health Centers(s) without jeopardizing staffing at the other clinic sites named in this Agreement;
11. Subcontractor personnel in DPH funded sites will work no less than 35 hours per week, covering school hours, for the term specified in this Agreement, unless approved for less coverage in writing by the SHC Director.
12. The Subcontractor will notify the SHC Director, immediately, of any staffing changes or shortages. If vacancies cannot be filled within five (5) school days, thus jeopardizing full staffing (35 hours per week, during school hours), the funding amount of the contract will be reduced accordingly for each non-staffed day, unless other arrangements are approved in writing by the SHC Director;
13. Any position left vacant for more than forty-five (45) days will be forfeited to the Board for the remainder of the contract year to fill the positions, and the contract amount will be reduced to reflect that change;
14. Any staffing changes must be reported to, and approved by, the Board's designee, in writing, with the exception of firing due to misconduct or medical or personal leave. In these instances, the Board must be notified within five (5) business days that there will be a vacancy and the Subcontractor must also provide an adequate plan in writing within five (5) days of a vacancy for full coverage for the School Health Center. Unfilled vacancies will be subject to funding reduction as outlined in #7, above.
15. The Subcontractor must report, within forty-eight (48) hours, upon the loss, restriction, suspension, or surrender of any medical or other credentials, qualifications, or licenses; and will immediately cease to provide further services to patients upon such loss, restriction, suspension, or surrender of such medical or other credentials, qualifications or licenses.
16. The Subcontractor will complete and submit the "Vacancy Tracker form" (provided by NHPS) to the SHC Director at least 2 weeks prior to the vacancy, when possible, when a SHC employee vacates a position and submit an updated version at least 2 weeks prior to the start date of a new person filling the vacancy.

E. Staff Orientation, Staff Development & Certification

1. Newly hired SHC staff will be provided with individual orientation within 2 weeks of their start date by both the SHC Director and from the agency. The SHC Director may delegate, with their consent, any other SHC staff in the District to assist with training, mentoring or supporting new staff as they adjust into their role and setting.
2. The Subcontractor shall facilitate annual certification of School Health Center staff, and the nurse practitioner staff or one FT SHC staff member shall be certified to deliver:
 - a. First Aid
 - b. Cardiopulmonary Resuscitation including operation of the A.E.D (Automatic External Defibrillator), and
3. Subcontractors will follow the SHC Preceptor protocols developed by the SHC Advisory Board and will submit the staff preceptor form to the NHPS SHC Director by September 30th, 2019 and update if any changes are made during the year.
4. The Subcontractor shall provide documentation to the SHC Director that SHC personnel participate annually in ongoing professional development programs to update and enhance their knowledge of community and school health, and health promotion and illness prevention strategies for children and adolescents.

F. Compliance: Public Health, DPH Inspections-Data Security Requirements, Litigation and Board Regulations

1. The Subcontractor and its personnel will maintain full compliance with all Medicaid and Medicare statutes, regulations, manual provisions, rules, guidelines, contract provisions, policies and procedures applicable to any services provided by the Contractor and its personnel.
2. Subcontractor personnel will perform such duties as patient care, education and research as set forth in the State of Connecticut Department of Public Health grant proposal and as required by the Board, and by any requirements imposed in any contract entered into with the Board relating to Medicaid or Medicaid managed care and in particular, act in the capacity and perform the particular duties set forth in this contract, within the scope of any certification or licensure.
3. Personnel will carry out the policies and instructions of the Board, as communicated by the SHC Director.
4. The Agency (DPH) or its affiliated representatives shall at all times have the right to enter into the Contractor(BOE) or Subcontractor's premises, or other such places where duties under the contract are being performed, to inspect, monitor or evaluate the work being performed in accordance with Conn. Gen. Stat. 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor/Subcontractor shall disclose information on Clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
5. The Subcontractor and its personnel will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations.
6. The Contractor and Subcontractors, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained in a commercially reasonable manner in accordance with current industry standards.
7. Each subcontractor shall implement and maintain a comprehensive data-security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Personal Information, including but not limited to passwords, and
 - e. Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
 - f. The Contractor and subcontracted parties shall notify the Department and the Office of Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Subcontractor possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor or Subcontractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring and protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractor's or Subcontractor's costs and expenses for the credit monitoring and

- protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- g. Nothing in this section shall supersede in any manner Contractor's or Subcontractor's obligations pursuant to HIPAA or the provisions of this contract concerning the obligations of the contractor or Subcontractor.
 - h. Subcontracted agencies, as appropriate, shall disclose to the SHC Director, to the best of their knowledge, any claims involving the Subcontractor that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.
 - i. The Subcontractor acknowledges and agrees that nothing in the contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers arising out of the Contract. To the extent that this section conflicts with any other section, this Section shall govern.
8. The Subcontractor will collaborate with the SHC Director in the ongoing development and maintenance of a **School Health Center Manual** that outlines clinic policies, procedures and protocols, which are maintained on-site and available for inspection by the State personnel and Board.
 - a. The manual shall include policies and procedures regarding:
 - i. Non-discrimination
 - ii. Confidentiality of Client Services
 - iii. HIPAA
 - iv. Clinical coverage in the event of: Staff absences, staff vacations, and staff vacancies
 - v. Consent for services
 - vi. Patient rights and responsibilities
 - vii. Emergency procedures
 - viii. Reportable disease process
 - ix. After hours policy
 - x. Child abuse reporting policy
 - xi. SCH staff job descriptions with qualifications, responsibilities, supervision, and evaluation procedures
 - xii. Quality Assurance
 - xiii. Complaint and incident review
 - xiv. Referral and follow-up system
 - xv. Cultural competency/sensitivity
 - xvi. Risk assessment screening, and
 - xvii. Staff clinical background checks
 9. The Subcontractor will pursue active collaboration with and, as appropriate, referrals to local HIV/AIDS projects, Adolescent Pregnancy/Young Parents Program and the Healthy Start Program.
 10. The Subcontractor will provide a written plan for back-up medical and mental health services to students during times when the School Health Clinic is not in operation.
 11. The Subcontractor assures the School Health Clinic(s) shall operate in accordance with the Public Health Code, section 19-13 D45 through D53, "Licensing Outpatient Clinics Operated by Corporations or Municipalities," or in accordance with the General Statutes of Connecticut, Section 19a-493. A copy of each Clinics Outpatient License and a copy of each staff member's license and resume must be submitted to the SHC Director **prior** to opening in the fall.
 12. The Subcontractor assures the School Health Center(s) will comply with all quality assurance, Department of Public Health and Hospital Accreditation standards for Satellite Sites, data gathering and reporting requirements, as required by the State and Board, as specified in this contract.

13. The Subcontractor and its personnel will collaborate with school administration and comply with all SHC policy and procedures, as indicated in the SHC manual, and all school policies and procedures applicable to staff working in the school, including safety, evacuation, codes, communication with staff, managing students, etc.
14. Title to equipment purchased with funding from the Department of Public Health shall vest with the State and shall be returned when it is determined by the Department of Public Health that use for the continuation of intended services is no longer required.

G. Insurance

The Subcontractor agrees that each healthcare provider will be covered, at such healthcare personnel or Subcontractor's expense, by policies of professional liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. In addition, and subject to the same terms and conditions, each procedure for obtaining such access as set forth in 42 CFRv420.304 shall be followed.

If either party carries out any of the duties of this Contract through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. Section 405.427 (b), such subcontract, that related organization, upon written request, shall make available to the Secretary or Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and record of such organization that are necessary to verify the nature of extent of such costs.

To the extent that this provision varies from any provision required by final regulation issued under authority of 42 United States Code 1395x(v)(1)(1), the provisions said regulations, 42 C.F.R. Part 410, shall be deemed by the parties to supersede this provision and be made a part hereof by reference.

Liability Insurance

The Subcontractor will provide Liability Insurance for staff at an appropriate level set forth in this Contract.

H. Non-Discriminatory Clause

The Subcontractor and its personnel will provide the best possible care to all patients as assigned to him/her without regard to a patient's ability to pay and without regard to the patient's race, color, national origin, sex, age, religions, ancestry, marital status, sexual orientation, place of residence, health status, area of residence, diagnosis, handicap, or any other status prohibited by applicable statute or regulation; and

The Subcontractor will accept payments from the Board as payment in full for services rendered pursuant to this Contract. The Contractor shall have no recourse against patients or their families for non-payment of services by the Board.

I. APPROVED SHC FORMS/MATERIALS - DATA COLLECTION -QUALITY ASSURANCE/REPORTS

A. Board Approved Forms & Materials

1. The Subcontractor and its personnel will use only NHPS issued required forms and promotional materials that are distributed to students, staff and families including but not limited to: permission, release and reporting forms, SHC service brochures, and data collection tools . All SHC promotional and/or informational materials that are generated by Contractors for students, parents and staff must be approved by the SHC Director prior to distributing to sites.
2. In cases where customized forms or changes to any existing NHPS forms/materials are indicated, they must be approved by the SHC Director in writing in advance of implementation.

The following NHPS issued forms/materials are required for uniform use across all SHCs and/or agencies: *Forms Attached in Appendix B*

- a. SHC Visit Encounter forms (Medical, Mental Health, Non-Clinical)
- b. Parent Permission forms
- c. Release of Information Forms
- d. Student, Parent and Staff Satisfaction Surveys
- e. Financial reporting forms-per DPH
- f. Billing Revenue Request Form
- g. Quality Improvement Plan form
- h. Trimester Activity Reports-DPH
- i. Advisory Meeting Minutes/Members Forms
- j. Non-DPH Reporting Forms
- k. NHPS SHC Brochures and other promotional materials
- l. SHC Signage, posters
- m. Staffing Forms

B. Data Collection:

1. SHC staff (Office Managers) will enter all required data from NHPS encounter forms into the NHPS data management system (Health X) and will provide required statistical and programmatic information for all required reports as requested from the SHC Director using DPH and/or NHPS report templates/formats.

C. Quality Assurance

1. The Subcontractor shall incorporate systems of quality assessment, and a quality improvement plan that focuses on provider responsibilities for improving care processes and outcomes that address a full range of activities, including but not limited to:

- a. Management of clinical conditions
- b. Documentation of progress toward selected objectives/measures
- c. Documentation of care
- d. Documentation of student progress toward improved health and educational outcomes (HealthX-designated diagnoses)
- e. Patient satisfaction
- f. Patient knowledge, and
- g. Changes in patient behaviors
- h. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made (DPH). The Contractor shall provide for an annual financial audit acceptable to the agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with state single audit standards as applicable.
- i. The Contractor shall make all of its and the Subcontracted Parties' records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. The State may request an audit or inspection at any time during the contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor and subcontractor shall cooperate fully with the State and its agents in connection with an audit or inspection.
- j. For purposes of this subsection, as it relates to State grants, the word "contractor" shall be read to mean "nonstate entity" as that term is defined in C.G.S 4-230.

D. District and School Health Center Advisory Committees and School Staff Meetings

1. District SHC Advisory Committee:

A Subcontractor designee will attend the District SHC Partner Advisory Committee meetings, which meet quarterly, to collectively assess the District SHC program, provide recommendations for improvement and address issues related to operations, program quality, services and impact.

2. SHC Staff Advisory Board:

Each SHC or District shall maintain an independent community-based SHC Advisory Board that must meet the following requirements:

- Meets a minimum of two (2) times per year;
- Minutes of these meetings shall be submitted to the SHC Director within fifteen (15) days of each meeting;
- The advisory board shall be involved in program planning and development, implementation and evaluation, review and approval of the SHC Quality Improvement Plan, review of utilization trends, and decisions about management, services and funding.

The membership of this Advisory Board shall consist of, at a minimum, representatives from the following:

- **at least 1 staff representative from each SHC site**
- one parent of a student enrolled in a SHC,
- individuals in the community involved with health issues,
- social service providers from school or community,
- school faculty or administrators

3. Regular SHC Staff Meetings by Role

All SHC staff may meet at least bi-monthly by clinical specialty or role to review and share common issues, programs and successes and to prioritize items needing input from the SHC Director for the semi-annual “all-staff meetings”.

4. District-wide All-Staff Meetings:

A minimum of two mandatory “all-staff” meetings for all SHC staff will be scheduled with the SHC Director to address issues related to programmatic, training needs, and /or reporting.

5. District Wellness Committee-Monthly meetings

Subcontractor agency will designate at least one SHC staff representative (per agency) to serve on the District Wellness Committee and attend monthly meetings (September-May).

E. REPORTS-Quality Improvement-Report Cards (RBAs) & EVALUATION

1. The 3 Quality Improvement Measures selected by each site/agency from the outcome measures table (per DPH contract) will be tracked through the year, and the outcomes will be used for the Results Based Accountability (RBA) Report Cards for DPH funded sites.

The Contractor will submit annual report cards specific to medical and mental health services provided, in an electronic format required by the Department and inclusive of each funded SHC reflecting: Identified SHC

- a. the number of clients enrolled
- b. the number of clients who have had at least one visit
- c. type of insurance utilized to support provided care
- d. overall client and/or parent satisfaction with SHC services
- e. data on the outcome measures for Outcome #1 and at least two other Outcomes detailed within the following school health center outcome measures table.
- f. Each subcontracted agency will prepare and submit one Medical RBA that reflects data from their funded sites and one mental health RBA which reflects data from their funded sites.

School Health Centers Outcomes and Measures

The Subcontractor shall achieve Outcome #1 and two additional outcomes from this table for each of its funded SHC site and submitted by each agency.

OUTCOMES	MEASURES
1. Improve access to and utilization of primary and preventive health care and other essential public health services.	<ul style="list-style-type: none"> a. There will be at least 65% of the school's Client population enrolled in the SBHC. Enrolled means that a signed parent consent form for the Client is on file. b. At least 50% of Clients enrolled in the SBHC will receive one or more visits. c. At least 80% of the Client population will receive an outreach contact regarding services available at the SBHC (through distribution of literature, invitation to an open house or event, participation in an educational forum, social media, or other contact).
2. Reduce the occurrence of preventable disease among SBHC Clients.	<ul style="list-style-type: none"> a. Enrolled Clients will be immunized with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) that are required by the state of Connecticut. Annually the number of Clients who received immunizations and the percentage of Clients behind in recommended intervals for immunizations who are brought up to date will be reported to the Department. b. The percentage of Clients offered as well as the number who received Influenza Vaccine will be reported to the Department. c. The percentage of Clients who received influenza prevention teaching will be reported to the Department.
3. SBHC Clients will utilize mental health services to improve their psychosocial functioning through assessment, intervention and referral.	<ul style="list-style-type: none"> a. 90% of school staff receive information about the mental health services offered through the SBHC. b. 85% of Clients identified with a mental health concern through risk assessment screening receive a mental health assessment administered by the SBHC mental health clinician or are referred for appropriate assessment. c. 50% of Clients receiving mental health services through the SBHC for at least three months of regular therapy demonstrate improved psychosocial functioning. d. 90% of Clients identified as having mental health needs that exceed the scope of services provided through the SBHC are referred to an outside mental health specialty service.

<p>4. Reduce the severity and frequency of asthma symptoms among Clients with asthma who utilize the SBHC.</p>	<p>a. 80% of Clients with asthma have a written asthma action plan. b. 70% of Clients compliant with a written asthma action plan show improvement in symptoms as documented by a health care provider in the medical record. c. There is a 20% decrease in urgent visits (visits by Clients seen in School Based Health Clinic due to asthma symptoms) as assessed by clinician notes, Electronic Health Record, or Data Base. d. 90% of Clients with asthma have a documented flu vaccine. e. The number of Clients with asthma that report reduction in admissions to the Emergency Department during the school year is increased by 20%.</p>
<p>5. Reduce the proportion of SBHC Clients with obesity.</p>	<p>a. 90% of SBHC Clients of medical services have documentation of BMI in their record. b. 80% of SBHC Clients of medical services with a BMI > 85th percentile receive education and/or counseling about nutrition and physical activity, or are referred for education and/or counseling. c. 25% of SBHC Clients of medical services with a BMI > 95th percentile have a written plan to improve nutrition and increase physical activity and are offered follow-up on a regular basis. d. 50% of SBHC Clients who have a written plan to improve nutrition and increase physical activity and who receive follow up report that the plan was shared with their family, and/or report a positive lifestyle change (i.e. increased physical activity, improved nutrition, reduced "screen" time, elimination of sugary drinks in their diet).</p>
<p>6. Reduce the occurrence of STDs among Client SBHC Clients. (Reproductive Health – clients in grades 7-12)</p>	<p>a. 85% of sexually active Clients are screened for STDs.</p>

2. Satisfaction Surveys: Students, Parents and Staff:

- a. All SHCs must use the uniform NHPS student satisfaction survey and distribute/collect/summarize these surveys each year to students in grades 5-12 using the quantity guidelines below. Each site must enter their survey responses into the NHPS Survey Monkey tool by May 30th of 2020.
- b. The survey will include questions to ascertain satisfaction with the cultural competency of service provision. Results of the survey will indicate that at a minimum, **85% of clients/parents/guardians of Clients using the SHC are satisfied with services received.**

- c. Results of **staff surveys** will indicate that at a minimum, 85% of staff grade the site with an A or B, and /or at least 85% they rate their experience with the SHC staff as Good or Great.

The SHC Director and Subcontractors will collaboratively develop uniform NHPS satisfaction surveys for parents (grades K-8) which will eventually be used across all sites. Each SHC will distribute/collect/summarize before May 30th, 2020.

Quantity Guidelines for all Surveys:

1. For schools with up to 500 students: Collect at least 50 completed student surveys, 20 parent surveys and 20 staff surveys
2. For schools with more than 500 students: Collect at least 75 completed student surveys, 20 parent surveys and 25 staff surveys

The survey will include questions to ascertain satisfaction with the cultural competency of service provision. The Contractor will include strategies to address survey findings in the year end report.

REQUIRED PROGRAMMATIC REPORTS (All sites)

A. TRIMESTER ACTIVITY REPORTS: For *DPH & NHPS

The Subcontractor /staff shall complete and submit their site-specific Program Activity Reports (DPH and Non DPH) per DPH and SHC Director instruction, on official report forms provided, to the SHC Director following the schedule below:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2019
November through February	March 10, 2020
March through June	July 10, 2020

1. DPH & NHPS REQUIRED DATA –Trimester Reports

The Subcontractor will meet the State Department of Public Health requirements by collecting and documenting all required information for the DPH/NHPS Reports, including but limited to:

- a. Access/Enrollment documentation
- b. Utilization documentation
- c. Demographics of enrolled Students
- d. Disposition
- e. Provider Information (NP/SW visits)
- f. Insurance information
- g. Asthma Action Plan Status: An asthma action plan shall be put in place, or be confirmed to be in place for all clients with a diagnosis of Asthma who use the clinic for medical services. Data pertaining to an asthma action plan will be entered into an electronic format
- h. BMI medical visits (childhood obesity):) Body Mass Indexes (BMIs) shall be calculated and recorded for all clients at the time of any medical visit at a minimum, unless calculated and recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format for reporting.
- i. Mental Health Screenings Status: The Contractor shall provide mental health screening with a formal tool approved by Board for all clients at the time a physical examination is performed, at a minimum

- j. Progress indicators for selected diagnoses per NHPS
- j Health Education Efforts

2. STATISTICAL DATA EXPORTED FROM EMRs:* DPH funded Sites:

Due end of the year (by July 10, 2020)

The Subcontractor will export data for all SHC visits (medical and mental health) at the end of the school year that includes, student ID, diagnoses, date, procedure codes, demographic, insurance, disposition, grade and provider information by site from their Electronic Medical record system to Department of Public Health secure folder. DPH Contact: Johanna Davis. Johanna.davis@ct.gov

B. YEAR-END REPORT: The Subcontractor agrees to submit:

The final program, statistical and expenditure reports for each site, in the formats provided by Department of Public Health and/or NHPS, shall be submitted within thirty (30) days after the termination of this contract (July 10th) and shall be due no later than August 10, 2020.

Parts of Year End Report:

- a. **Completed Year end report for every site (using NHPS template)**
- b. **Annual Results Based Accountability Report Cards (RBA) by Agency for each DPH site : Outcomes Based on the 3 tracked outcome measures selected.**
 - Must include access and utilization measures and choice of 2 others from DPH Outcome Measures table in the format provided by DPH
 - Subcontractor will complete two RBA reports by agency for DPH funded sites. One for Medical and one for mental health objectives, and submit to CSH Director & DPH by August 1st, 2019, using the templates and graphs provided by DPH.
- c. Satisfaction Survey Results entered into Survey Monkey: **Due by May 30th 2020**
- c. **Data Export from EMRs for the school year**

C. EXPENDITURE/SALARY DETAIL REPORTS & INVOICES: For DPH Funded Sites
REIMBURSEMENT REVENUE REPORTS- Required for ALL sites

- a. The Subcontractor shall provide expenditure reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

FINANCIAL REPORTS/INVOICES: For DPH Funded Sites

The Contractor shall provide financial reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2019
November through February	March 10 2020
March through June	July 10, 2020

- b. The Subcontractor will also submit a completed staff salary/rate and hourly Detail Report (use form provided by NHPS) with the DPH financial forms/invoices.

- c. **All Subcontractors billing for SHC services at any site will submit the following per the schedule above to the SHC Director:**

- a. Billing Revenue Report by SHC site
 - b. A report describing how the revenue is supporting the SHC sites
- * Any expenditures with either DPH funds or revenue generated from billing, must be used to maintain, enhance or expand SHC services.

D. COMPENSATION & THIRD PARTY BILLING REVENUE

A. As compensation for all services rendered pursuant to this Contract, the Board agrees to pay a fee at a rate specified or in accordance with the formula and amount set forth in this Contract. This Contract will remain in effect from July 1st through June 30th of the service year, as stipulated in this Contract, unless terminated sooner in accordance with the terms hereof, whichever comes first.

Compensation will be made upon the submission of an invoice and is contingent on the timely receipt of expenditure reports, invoices and all program and service reports outlined in this Contract.

If incorrect or incomplete expenditure reports and data reports are submitted, the Subcontractor will have ten (10) business days to submit a corrected report. Board and Subcontractor will work collaboratively to resolve the matter.

In the event that data reports have not been submitted by the deadlines stipulated in the Contract, the Board will delay payment or, reduce the amount of the payment, or, in the case of non-compliance with requirements set forth in this Contract, to reduce the amount of payments based on the Subcontractor's non-conformance with reporting requirements.

B. Third Party Billing Revenue

All subcontractors staffing any SHC must attempt to bill at least Medicaid, and attempt to contract with private insurance companies for all eligible services and maximize reimbursement possibilities.

A goal for the NHPS this year is to explore and secure reliable revenue stream options to ensure equitable support, sustainability and/or expansion of SHC services and support for other evidence based school health initiatives across schools that promote NHPS goals.

1. Medicaid and Private Insurance

The Subcontractor will bill Medicaid and private insurance for all eligible services in accordance with Subcontractor's policies;

2. All third-party reimbursements must be used to support and/or expand the SHC program operations.

Reports will be provided to the Board, upon request and through trimester reports, about how all revenue from billing reimbursements is supporting and/or expanding the SHC Program;

4. If billing is not being maximized currently in accordance with Subcontractor billing policies and procedures, the Subcontractor must develop a plan with the SHC Director by September 15th, 2019 about how billing will be maximized, with a timeline;

5. The Subcontractor will submit a billing revenue expenditure report for all SHC services using the NHPS template provided with the Financial Reports/invoices following the same trimester schedule;

6. The SHC Director will evaluate the billing performance each trimester and review at least annually with the Subcontractor to determine billing and license arrangements for the following year that will best support the entire SHC program;

2.Revenue Generated from SHC Billing/Reimbursement : To ensure compliance with the DPH contract requirement " *The Contractor shall use revenues generated from reimbursement from billed services to*

maintain, enhance and expand(SHC) services" in a collaborative and transparent manner, Contractors will:

- 1. Work together with NHPS to increase diverse and reliable sources of revenue to maintain, enhance and expand SHC services in an equitable manner as part of our SHC Partner Advisory Committee work;*
- 2. Complete Billing Revenue Expenditure reports on a trimester basis that documents where and the amount of reimbursement revenue from any SHC billing are being spent in any of the acceptable areas listed below;*
- 3. Work with NHPS to evaluate cost effectiveness and efficiency of both billing practices and of operating SHCs across agencies*

Acceptable Areas for Reimbursement Revenue

1. SHC salaries and benefits
2. SHC equipment, furniture, supplies
3. Partial program-related administrative services (billing, supervisory)
4. Approved expansion of hours/services at SHC sites



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

New Haven Public Schools
School Health Center Program
Agency and Site Contract Deliverables Status
April, 2019

Agency: Fair Haven CHC -4 sites Medical-2 sites MH
Clifford Beers-MH: Fair Haven, Clinton Avenue

#

	Enrollment	Utilization	Population
W. Cross	44%	40%	1634
Fair Haven	89%	63%	830
Martinez	86%	64%	550
CAS	80%	66%	484

1. **2018-2019 Agreement requirements-by site:**
- Enrollment by site-Goal 85%<700 *60%>700:
 - Utilization by site- Goal 50%<700 *35%>700
- Status:**

- a. Agency submitted complete programmatic reports on time(per trimester deadlines) Yes ___ No
- b. Agency submitted all financial reports on time (per trimester deadlines) Yes ___ No
- c. Agency submitted accurate RBAs on time: Yes ___ No

SHC Site	Staff consults (24/yr)	Classroom presentations	Parent Presentations (min-2/yr)	Participated school events (min-2)	Outreach (min 4/yr)	*Documenting impact results (MH/Med) in HealthX	
						MED	MH
W. Cross	25	7	5	12	35	yes	yes
Fair Haven	26	11	4	6	9	yes	yes
Martinez	38	9	16	22	45	yes	yes
CAS	31	9	6	6	39	yes	yes

At least one SHC staff attended monthly school meetings to date

SHC Site	SSST-# attended	Attendance--# attended <i>NP & SW required</i>	SPMT-# Attended	SN-Case Mgmt-# attended	School Wellness Committee
W. Cross	6	0-no meetings held	1	8	0
Fair Haven	11	4	3	9	0
Martinez	8	7	3	8	1
CAS	6	6	3	11	0

- d. All staff attended mandatory SHC meetings by BOE Yes ___ No
Sites not meeting this requirement: _____
- e. At least one staff from each site served on SHC Advisory Committee Yes ___ No
Sites not meeting this requirement: _____
- f. One staff per agency regularly attends DWC meetings: Yes ___ No Comment: _____
- g. SHC Supervisor attended all Partner Advisory Meetings: Yes ___ No Comment: _____

2. **Student Satisfaction Survey Results-** See results by school

3. **Summary Comments to date:** All FHCHC and Clifford Beers site staff and agency supervisors met or exceeded contract deliverables for this year. Additionally, the impact on student health and educational outcomes increased across all sites this year.

**New Haven Board of Education
school Health Centers
Agency Subcontractor Contract
2019-2020**

Cornell-Scott Hill Health Center

NHPS School Health Center Program Overview & Vision Statement

NHPS has long recognized the profound impact that a child's physical, behavioral and emotional health has on learning, success in school and in life. Committed to supporting the "whole child", NHPS operates 17 SHCs with five community partners, the largest program in the State. SHCs provide a critical "safety net" for children/adolescents for needed health/mental health services, health promotion and support by trusted adults who are accessible at school, during the school day, thereby limiting barriers to care.

SHCs also play a critical role as partners to support our District goals through prevention efforts, by addressing the health needs of students and by supporting staff and parents to reduce absenteeism; increase school connectedness; reduce barriers to learning; and help students to be healthy, focused and successful learners.

The NHPS School Change Goals are to support the whole child:

1. *Eliminate Achievement Gap*
2. *Cut dropout rate in half*
3. *Ensure that every student is ready and able to succeed in college*

As integral health professionals in our schools, the School Health Center staff will support the Goals of New Haven Public Schools described within by:

1. Providing confidential, quality health services, groups, and health education to students;
2. Implementing evidence-based clinical and programmatic best practices;
3. Helping to keep students in school and available to learn;
4. Serving as an integral members, resource and supports of the school through committee work, class presentations, consults, school health promotion initiatives;
5. Supporting school, families and students to improve overall health, health behaviors, learning and engagement in school of students;
6. Supporting District strategies to ensure sustainability and expansion of SHCs services/sites

Our vision is to strengthen and expand this program with our community partners to provide every student with access to the services and support of a SHC and to become a unified, sustainable and highly effective "model" program that promotes health and learning of all students.

To achieve this, our goal is for every New Haven SHC to be fully staffed (office manager, medical and mental health), with full-time staff (minimum 35 hours/week), to work collaboratively with the school nurse, school staff and families to become a true integrative model of care. Once every site is fully staffed, and maximizing billing, we intend to expand with the following:

- Add on-site dental services across sites where needed;
- Expand hours of existing SHCs and open additional sites based on need

**Agency SubContractor Contract
School Health Centers (SHC)**

Cornell-Scott Hill Health Center

This Contract entered into this day of April , 2019, effective the 1st day of July, 2019, by and between the **New Haven Board of Education** hereafter called, the "Board" and **Cornell-Scott Hill Health Center**, located at 400 Columbus Avenue, New Haven, CT hereafter called the "Subcontractor."

The parties entering into this Contract acknowledge the following terms and conditions:

COMPENSATION-For 5 DPH Funded SBHCs

Compensation for services is *contingent upon receipt of grant funds* from the State Department of Public Health. Pending receipt of funds, the Board will compensate the Subcontractor for satisfactory performance of service, which includes compliance with all staffing, service delivery and, reporting and documentation requirements, as outlined in this Agreement.

Failure to comply with all requirements, as outlined in the Contract, may result in the withholding of payment and/or the reduction of payment.

The Subcontractor will return any unspent funds to the Board immediately following termination of this Contract or within thirty (30) days of the end of the State Department of Public Health contract date.

This Contract shall remain in effect from **July 1st, 2019 through June 30, 2020**, in an amount not to exceed Two hundred ninety-nine thousand four hundred and thirty four dollars (**\$299,434**). **(Amount is subject to change based on DPH funds)**

If funded through the Board with funding from the State Department of Public Health (DPH) Grant, fiscal Support for this Contract shall be by: **School Health Center Program, Account #: 2512-5124-56694**.

In the event that the Subcontractor is providing an alternative funding source, the Board enters into this Contract as a **Non-Financial** partner with the understanding that all other terms and conditions, outlined in this Contract, are in effect, without exception.

DPH Funded SBHCs:

- 1. Roberto Clemente**
- 2. King Robinson**
- 3. Truman**
- 4. Troup-Social work services only**
- 5. Lincoln-Bassett-Social Work services only**

SCOPE OF SERVICE : The Subcontractor will carry out a fully staffed program (unless approved otherwise) of health, including psycho-social care, medical services and health promotion at: ***Roberto Clemente; Davis Street School; Hill Central; King-Robinson; Truman and social work services at Troup, Lincoln Bassett and Katherine Brennan*** utilizing licensed, or certified and supervised personnel (when and as required by the State of Connecticut law), who are qualified by training and experience to perform their duties, as described in the Contract. Exhibit A- Detailed scope of service attached.

BOARD AUTHORITY

- a. The Board will appoint a designee, hereafter referred to as the "SHC Director", to oversee the operations of the School Health Centers. The SHC Director has authority to act on behalf of the Board in matters of finance, management, reporting and oversight of the School Health Centers;
- b. The Subcontractor's operation of a School Health Center, regardless of funding source, is subject to approval by the SHC Director, under terms set forth in this Agreement;
- c. A Board approved Agreement is required for all Subcontractors, regardless of funding source, for any School Health Center in New Haven Public Schools;
- d. The Subcontractor's personnel will be subject to Board's direction and control, through the SHC Director, with respect to his/her activities on behalf of the Board;
- e. The SHC Director reserves the right to prevent any staff member employed by the Subcontractor from working in the School Health Center, if, in its sole discretion, it determines that said employee's performance is unsatisfactory;
- f. The SHC Director must be notified in writing of any changes in SHC staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
- g. Any changes in program design, forms, reporting, documentation or service delivery must receive prior approval from the SHC Director;
- h. A description of any short or long term (more than once/twice) planned health services, programs or education by the SHC agency that will be provided to students in school by staff other than SHC staff must be submitted to the SHC Director at least 2 weeks in advance for review and approval as part of a centralized coordination plan to assess need, equity, student time issues and to avoid duplication of efforts.

BOARD AND SUBCONTRACTOR IN-KIND CONTRIBUTIONS

The Board will provide the following in-kind contributions for the School Health Center:

- a. Suitable space at the designated school(s)
- b. Utilities & Phones
- c. Internet and Powerschool access; and New Haven Public School email addresses for all SHC staff
- d. Oversight and management of the School Health Center program
- e. Regular meetings and training for clinic staff and Advisory meetings with partners
- f. Standardized forms, surveys, data management system, and reports

The Subcontractor will provide the following in-kind contributions for the School Health Center/s:

- a. Medical supplies
- b. Liability Insurance for staff at an appropriate level set forth in this Agreement
- c. Salary/benefits of staff above what grant and/or billing revenue provides
- d. Clinical Quality Review
- e. At least 2 Staff development opportunities/year for their SHC staff
- f. Supervision of staff

- g. Replacement of office supplies/equipment (other than computers) including fax machines, ink/toner, paper, etc. directly or through revenue generated from billing

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

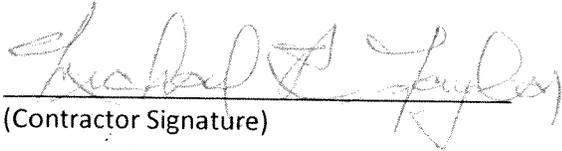
Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education **prior to service start date**. Contractors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS The Subcontractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits and expenses, including reasonable attorneys' fees, in connection with loss of life, bodily injury and property damage arising from any negligent act or omission of the Subcontractor or its employees or agents. Further, the Subcontractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits, damages, costs, expenses (including reasonable attorneys' fees) and/or judgments of any description whatsoever caused by the Subcontractor's breach of this Contract or based upon the conduct of the Subcontractor, or its agents or its employees or arising out of or in connection with, their activities under this Contract.

TERMINATION: The Board may cancel this contract for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Signatures authorizing execution of this Agreement:


(Contractor Signature)

CORNER SCOTT HILL HEALTH CORPORATION

Michael R. TAYLOR, CEO
Contractor Name Printed or Typed

23 May 2014
Date

06-0870990
Federal I. D.

Darnell Goldson, President
Board of Education

Date

EXHIBIT A- DETAILED SCOPE OF SERVICE:
SCHOOL HEALTH CENTERS

SERVICE DELIVERY, DATA SECURITY, STAFFING, INSURANCE COMPLIANCE

The Subcontractor and its personnel will provide the following services utilizing licensed, or certified and supervised personnel (as required by the State of Connecticut law), who are qualified by training and experience to perform their professional duties during School Health Center hours of operation:

A. Clinical Services: Culturally Competent Medical & Mental Health Services

1. Diagnosis and treatment for illness and injury
2. Psychological assessments
3. Crisis intervention and advocacy
4. Individual, family and group counseling
5. Health education
6. Substance abuse/AIDS counseling and referral
7. Referral for follow-up services, diagnostic procedures and treatment of conditions that are beyond the scope of services provided in the clinic
8. Outreach to families and at risk students
9. Case management
10. Medical and Mental health services that do not supplant existing school health services
11. All health services provided by the Subcontractor to any students during school hours must be done on site to help students remain in school and be available to learn
12. Medical providers will provide a mental health screening with a formal tool for all students at the time a physical examination is performed, at a minimum.
13. Body Mass Indexes (BMIs) shall be calculated and recorded for all students at the time of any medical visit at a minimum, unless calculated and recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format either provided or approved by DPH, and will be entered into HealthX.
14. An Asthma Action Plan shall be put in place, or must be confirmed to be in place in HealthX for all clients with a diagnosis of Asthma who use the clinic for medical services.
15. **Culturally Competency**- All SHC staff shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. All subcontracted agencies shall include strategies and efforts to ensure that culturally competent staff and service is delivered in the SHCs. This may include but is not limited to the following:
 - a. A program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity;
 - b. Policies and procedures for the provision of interpreter/translator services;
 - c. Readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
 - d. The development of non-English client-related materials that are appropriate for the population served by the program,
 - e. Signage (in commonly encountered languages) that provides notices and directions to services within the facility,
 - f. Policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
 - g. Strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations, the Contractor/subcontractor will:
 - i. Actively recruit applicants from the minority population served,

- ii. Include cultural competency criteria in the evaluation of applicants,
- iii. Assign a higher value to the cultural competency criteria for those applicants from the minority populations served.
- h. Institutional policies and procedures to accommodate the ethnic and cultural practices of clients, client's families, and staff,
- i. An organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and,
- j. Surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

B. School Support and SHC Outreach Services

The Subcontractor and/or its SHC personnel will:

1. Provide a minimum of twenty-four (24) consultation sessions to school staff, and eleven (11) classroom presentations to complement the school curriculum in areas of health promotion and psycho-social development
2. Provide a minimum of two (2) presentations for parents on issues of health promotion and psychosocial development or other topics of interest in the community
3. Participate in a minimum of four (4) school events/year that promote health/wellness for students, families or staff
4. Collaborate with the school to participate in a minimum of 4 outreach events/year to promote access, utilization and awareness of SHC services (e.g. orientation, table school events, SHC open houses, etc.) and document number of students/parents/staff reached
5. At least one SHC staff member will regularly attend their school's: 1) Staff and Student Support Team (SSST), 2) Attendance Committee, 3) SPMT committee and 4) School Wellness Committee and any other relevant school committees, per school request.

C. Patient Records, Data Entry and Reports

The Subcontractor or its personnel will provide the following:

- a. Document clinical notes for every visit into patient record system (e.g. Electronic Medical Records), and enter information for billing, if approved;
- b. Complete daily data entry of all required student information, including all visit encounter forms and data needed for reports, billing, or as requested by the SHC Director into the NHPS data management system: Health X.
- c. Establish and maintain a systematic process for making and obtaining referrals to and from community-based health care providers, as needed, for SHC clients and their families. Services provided by referral must incorporate follow-up including checking that the appointment was kept, checking that the services met the client's needs, the outcome of the referral, and relevant health care findings. This information must be incorporated into the Client's medical record.
- d. Export SHC visit data from agency EMRs per required reporting, to DPH per trimester reporting schedule.
- e. Generate timely reports, as directed by the SHC Director, for DPH and NHPS from Health X.
- f. Third party billing and reporting as directed by the SHC Director on behalf of the Board.

D. Hiring and Staffing Levels for SHCs: NHPS expects that all SHC staff in funded sites work at least 35 hours a week at the SHCs.

1. The Subcontractor will provide administrative and clinical supervision of all professional and support staff.
2. The Subcontractor must send the SHC Director resumes of potential candidates for SHC positions at least 2 weeks before interviews begin, and offer the SHC Director the opportunity to interview the final candidates with the Subcontractor before an offer of hire is made;
3. As a condition of hire, the Subcontractor must require that all final SHC candidates pass a criminal background check as part of their application process, and before he/she can begin work in a school;

4. The SHC Director will be sent resumes of final candidates for any School Health Center positions and be given the opportunity to interview final candidates prior to hire;
5. The school Principal will be given the opportunity to have input in the final selection of any SHC staff if both desired and feasible;
6. Agencies must submit a **SHC- Agency Staff/Program Form** to the SHC Director for any new SHC staff (permanent or temporary) and/or any individuals from the community who will provide direct services to students, health education or programs brought in through your agency for review and approval at least 2 weeks prior to start dates (form will be provided);
7. Once the staffing and pay rates are finalized contractually, the Subcontractor will provide the SHC Director with a list of their clinic staff by site with their scheduled hours/weeks, and rate of pay by **July 15th 2019**, and provide updated staffing lists /information within five (5) business days of any changes;
8. The Subcontractor and SHC Director will agree, in writing, on a method of regular monitoring and reporting process of SHC staff attendance as part of this agreement;
9. The SHC Director must be notified in writing of any changes in SHC staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
10. The Subcontractor will maintain full staffing levels at the School Health Centers(s) without jeopardizing staffing at the other clinic sites named in this Agreement;
11. Subcontractor personnel in DPH funded sites will work no less than 35 hours per week, covering school hours, for the term specified in this Agreement, unless approved for less coverage in writing by the SHC Director.
12. The Subcontractor will notify the SHC Director, immediately, of any staffing changes or shortages. If vacancies cannot be filled within five (5) school days, thus jeopardizing full staffing (35 hours per week, during school hours), the funding amount of the contract will be reduced accordingly for each non-staffed day, unless other arrangements are approved in writing by the SHC Director;
13. Any position left vacant for more than forty-five (45) days will be forfeited to the Board for the remainder of the contract year to fill the positions, and the contract amount will be reduced to reflect that change;
14. Any staffing changes must be reported to, and approved by, the Board's designee, in writing, with the exception of firing due to misconduct or medical or personal leave. In these instances, the Board must be notified within five (5) business days that there will be a vacancy and the Subcontractor must also provide an adequate plan in writing within five (5) days of a vacancy for full coverage for the School Health Center. Unfilled vacancies will be subject to funding reduction as outlined in #7, above.
15. The Subcontractor must report, within forty-eight (48) hours, upon the loss, restriction, suspension, or surrender of any medical or other credentials, qualifications, or licenses; and will immediately cease to provide further services to patients upon such loss, restriction, suspension, or surrender of such medical or other credentials, qualifications or licenses.
16. The Subcontractor will complete and submit the "Vacancy Tracker form" (provided by NHPS) to the SHC Director at least 2 weeks prior to the vacancy, when possible, when a SHC employee vacates a position and submit an updated version at least 2 weeks prior to the start date of a new person filling the vacancy.

E. Staff Orientation, Staff Development & Certification

1. Newly hired SHC staff will be provided with individual orientation within 2 weeks of their start date by both the SHC Director and from the agency. The SHC Director may delegate, with their consent, any other SHC staff in the District to assist with training, mentoring or supporting new staff as they adjust into their role and setting.
2. The Subcontractor shall facilitate annual certification of School Health Center staff, and the nurse practitioner staff or one FT SHC staff member shall be certified to deliver:
 - a. First Aid
 - b. Cardiopulmonary Resuscitation including operation of the A.E.D (Automatic External Defibrillator), and
3. Subcontractors will follow the SHC Preceptor protocols developed by the SHC Advisory Board and will submit the staff preceptor form to the NHPS SHC Director by September 30th, 2019 and update if any changes are made during the year.
4. The Subcontractor shall provide documentation to the SHC Director that SHC personnel participate

annually in ongoing professional development programs to update and enhance their knowledge of community and school health, and health promotion and illness prevention strategies for children and adolescents.

F. Compliance: Public Health, DPH Inspections-Data Security Requirements, Litigation and Board Regulations

1. The Subcontractor and its personnel will maintain full compliance with all Medicaid and Medicare statutes, regulations, manual provisions, rules, guidelines, contract provisions, policies and procedures applicable to any services provided by the Contractor and its personnel.
2. Subcontractor personnel will perform such duties as patient care, education and research as set forth in the State of Connecticut Department of Public Health grant proposal and as required by the Board, and by any requirements imposed in any contract entered into with the Board relating to Medicaid or Medicaid managed care and in particular, act in the capacity and perform the particular duties set forth in this contract, within the scope of any certification or licensure.
3. Personnel will carry out the policies and instructions of the Board, as communicated by the SHC Director.
4. The Agency (DPH) or its affiliated representatives shall at all times have the right to enter into the Contractor(BOE) or Subcontractor's premises, or other such places where duties under the contract are being performed, to inspect, monitor or evaluate the work being performed in accordance with Conn. Gen. Stat. 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor/Subcontractor shall disclose information on Clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
5. The Subcontractor and its personnel will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations.
6. The Contractor and Subcontractors, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained in a commercially reasonable manner in accordance with current industry standards.
7. Each subcontractor shall implement and maintain a comprehensive data-security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Personal Information, including but not limited to passwords, and
 - e. Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
 - f. The Contractor and subcontracted parties shall notify the Department and the Office of Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Subcontractor possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor or Subcontractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring and

protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractor's or Subcontractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- g. Nothing in this section shall supersede in any manner Contractor's or Subcontractor's obligations pursuant to HIPAA or the provisions of this contract concerning the obligations of the contractor or Subcontractor.
 - h. Subcontracted agencies, as appropriate, shall disclose to the SHC Director, to the best of their knowledge, any claims involving the Subcontractor that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.
 - i. The Subcontractor acknowledges and agrees that nothing in the contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any if its officers arising out of the Contract. To the extent that this section conflicts with any other section, this Section shall govern.
8. The Subcontractor will collaborate with the SHC Director in the ongoing development and maintenance of a **School Health Center Manual** that outlines clinic policies, procedures and protocols, which are maintained on-site and available for inspection by the State personnel and Board.
- a. The manual shall include policies and procedures regarding:
 - i. Non-discrimination
 - ii. Confidentiality of Client Services
 - iii. HIPAA
 - iv. Clinical coverage in the event of: Staff absences, staff vacations, and staff vacancies
 - v. Consent for services
 - vi. Patient rights and responsibilities
 - vii. Emergency procedures
 - viii. Reportable disease process
 - ix. After hours policy
 - x. Child abuse reporting policy
 - xi. SCH staff job descriptions with qualifications, responsibilities, supervision, and evaluation procedures
 - xii. Quality Assurance
 - xiii. Complaint and incident review
 - xiv. Referral and follow-up system
 - xv. Cultural competency/sensitivity
 - xvi. Risk assessment screening, and
 - xvii. Staff clinical background checks
9. The Subcontractor will pursue active collaboration with and, as appropriate, referrals to local HIV/AIDS projects, Adolescent Pregnancy/Young Parents Program and the Healthy Start Program.
10. The Subcontractor will provide a written plan for back-up medical and mental health services to students during times when the School Health Clinic is not in operation.
11. The Subcontractor assures the School Health Clinic(s) shall operate in accordance with the Public Health Code, section 19-13 D45 through D53, "Licensing Outpatient Clinics Operated by Corporations or Municipalities," or in accordance with the General Statutes of Connecticut, Section 19a-493. A copy of each

Clinics Outpatient License and a copy of each staff member's license and resume must be submitted to the SHC Director **prior** to opening in the fall.

12. The Subcontractor assures the School Health Center(s) will comply with all quality assurance, Department of Public Health and Hospital Accreditation standards for Satellite Sites, data gathering and reporting requirements, as required by the State and Board, as specified in this contract.
13. The Subcontractor and its personnel will collaborate with school administration and comply with all SHC policy and procedures, as indicated in the SHC manual, and all school policies and procedures applicable to staff working in the school, including safety, evacuation, codes, communication with staff, managing students, etc.
14. Title to equipment purchased with funding from the Department of Public Health shall vest with the State and shall be returned when it is determined by the Department of Public Health that use for the continuation of intended services is no longer required.

G. Insurance

The Subcontractor agrees that each healthcare provider will be covered, at such healthcare personnel or Subcontractor's expense, by policies of professional liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. In addition, and subject to the same terms and conditions, each procedure for obtaining such access as set forth in 42 CFRv420.304 shall be followed.

If either party carries out any of the duties of this Contract through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. Section 405.427 (b), such subcontract, that related organization, upon written request, shall make available to the Secretary or Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and record of such organization that are necessary to verify the nature of extent of such costs.

To the extent that this provision varies from any provision required by final regulation issued under authority of 42 United States Code 1395x(v)(1)(1), the provisions said regulations, 42 C.F.R. Part 410, shall be deemed by the parties to supersede this provision and be made a part hereof by reference.

Liability Insurance

The Subcontractor will provide Liability Insurance for staff at an appropriate level set forth in this Contract.

H. Non-Discriminatory Clause

The Subcontractor and its personnel will provide the best possible care to all patients as assigned to him/her without regard to a patient's ability to pay and without regard to the patient's race, color, national origin, sex, age, religions, ancestry, marital status, sexual orientation, place of residence, health status, area of residence, diagnosis, handicap, or any other status prohibited by applicable statute or regulation; and

The Subcontractor will accept payments from the Board as payment in full for services rendered pursuant to this Contract. The Contractor shall have no recourse against patients or their families for non-payment of services by the Board.

I. APPROVED SHC FORMS/MATERIALS - DATA COLLECTION -QUALITY ASSURANCE/REPORTS

A. Board Approved Forms & Materials

1. The Subcontractor and its personnel will use only NHPS issued required forms and promotional materials that are distributed to students, staff and families including but not limited to: permission, release and reporting forms, SHC service brochures, and data collection tools . All SHC promotional and/or informational

materials that are generated by Contractors for students, parents and staff must be approved by the SHC Director prior to distributing to sites.

2. In cases where customized forms or changes to any existing NHPS forms/materials are indicated, they must be approved by the SHC Director in writing in advance of implementation.

The following NHPS issued forms/materials are required for uniform use across all SHCs and/or agencies: *Forms Attached in Appendix B*

- a. SHC Visit Encounter forms (Medical, Mental Health, Non-Clinical)
- b. Parent Permission forms
- c. Release of Information Forms
- d. Student, Parent and Staff Satisfaction Surveys
- e. Financial reporting forms-per DPH
- f. Billing Revenue Request Form
- g. Quality Improvement Plan form
- h. Trimester Activity Reports-DPH
- i. Advisory Meeting Minutes/Members Forms
- j. Non-DPH Reporting Forms
- k. NHPS SHC Brochures and other promotional materials
- l. SHC Signage, posters
- m. Staffing Forms

B. Data Collection:

1. SHC staff (Office Managers) will enter all required data from NHPS encounter forms into the NHPS data management system (Health X) and will provide required statistical and programmatic information for all required reports as requested from the SHC Director using DPH and/or NHPS report templates/formats.

C. Quality Assurance

1. The Subcontractor shall incorporate systems of quality assessment, and a quality improvement plan that focuses on provider responsibilities for improving care processes and outcomes that address a full range of activities, including but not limited to:
 - a. Management of clinical conditions
 - b. Documentation of progress toward selected objectives/measures
 - c. Documentation of care
 - d. Documentation of student progress toward improved health and educational outcomes (HealthX-designated diagnoses)
 - e. Patient satisfaction
 - f. Patient knowledge, and
 - g. Changes in patient behaviors
 - h. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made (DPH). The Contractor shall provide for an annual financial audit acceptable to the agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with state single audit standards as applicable.
 - i. The Contractor shall make all of its and the Subcontracted Parties' records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. The State may request an audit or inspection at any time during the contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor and subcontractor shall cooperate fully with the State and its agents in connection with an audit or inspection.

- j. For purposes of this subsection, as it relates to State grants, the word “contractor” shall be read to mean “nonstate entity” as that term is defined in C.G.S 4-230.

D. District and School Health Center Advisory Committees and School Staff Meetings

1. District SHC Advisory Committee:

A Subcontractor designee will attend the District SHC Partner Advisory Committee meetings, which meet quarterly, to collectively assess the District SHC program, provide recommendations for improvement and address issues related to operations, program quality, services and impact.

2. SHC Staff Advisory Board:

Each SHC or District shall maintain an independent community-based SHC Advisory Board that must meet the following requirements:

- Meets a minimum of two (2) times per year;
- Minutes of these meetings shall be submitted to the SHC Director within fifteen (15) days of each meeting;
- The advisory board shall be involved in program planning and development, implementation and evaluation, review and approval of the SHC Quality Improvement Plan, review of utilization trends, and decisions about management, services and funding.

The membership of this Advisory Board shall consist of, at a minimum, representatives from the following:

- **at least 1 staff representative from each SHC site**
- one parent of a student enrolled in a SHC,
- individuals in the community involved with health issues,
- social service providers from school or community,
- school faculty or administrators

3. Regular SHC Staff Meetings by Role

All SHC staff may meet at least bi-monthly by clinical specialty or role to review and share common issues, programs and successes and to prioritize items needing input from the SHC Director for the semi-annual “all-staff meetings”.

4. District-wide All-Staff Meetings:

A minimum of two mandatory “all-staff” meetings for all SHC staff will be scheduled with the SHC Director to address issues related to programmatic, training needs, and /or reporting.

5. District Wellness Committee-Monthly meetings

Subcontractor agency will designate at least one SHC staff representative (per agency) to serve on the District Wellness Committee and attend monthly meetings (September-May).

E. REPORTS-Quality Improvement-Report Cards (RBAs) & EVALUATION

1. The 3 Quality Improvement Measures selected by each site/agency from the outcome measures table (per DPH contract) will be tracked through the year, and the outcomes will be used for the Results Based Accountability (RBA) Report Cards for DPH funded sites.

The Contractor will submit annual report cards specific to medical and mental health services provided, in an electronic format required by the Department and inclusive of each funded SHC reflecting: Identified SHC

- a. the number of clients enrolled
- b. the number of clients who have had at least one visit
- c. type of insurance utilized to support provided care
- d. overall client and/or parent satisfaction with SHC services
- e. data on the outcome measures for Outcome #1 and at least two other Outcomes detailed within the following school health center outcome measures table.

- f. Each subcontracted agency will prepare and submit one Medical RBA that reflects data from their funded sites and one mental health RBA which reflects data from their funded sites.

School Health Centers Outcomes and Measures

The Subcontractor shall achieve Outcome #1 and two additional outcomes from this table for each of its funded **SHC site and submitted by each agency.**

OUTCOMES	MEASURES
1. Improve access to and utilization of primary and preventive health care and other essential public health services.	<ul style="list-style-type: none"> a. There will be at least 65% of the school's Client population enrolled in the SBHC. Enrolled means that a signed parent consent form for the Client is on file. b. At least 50% of Clients enrolled in the SBHC will receive one or more visits. c. At least 80% of the Client population will receive an outreach contact regarding services available at the SBHC (through distribution of literature, invitation to an open house or event, participation in an educational forum, social media, or other contact).
2. Reduce the occurrence of preventable disease among SBHC Clients.	<ul style="list-style-type: none"> a. Enrolled Clients will be immunized with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) that are required by the state of Connecticut. Annually the number of Clients who received immunizations and the percentage of Clients behind in recommended intervals for immunizations who are brought up to date will be reported to the Department. b. The percentage of Clients offered as well as the number who received Influenza Vaccine will be reported to the Department. c. The percentage of Clients who received influenza prevention teaching will be reported to the Department.
3. SBHC Clients will utilize mental health services to improve their psychosocial functioning through assessment, intervention and referral.	<ul style="list-style-type: none"> a. 90% of school staff receive information about the mental health services offered through the SBHC. b. 85% of Clients identified with a mental health concern through risk assessment screening receive a mental health assessment administered by the SBHC mental health clinician or are referred for appropriate assessment. c. 50% of Clients receiving mental health services through the SBHC for at least three months of regular therapy demonstrate improved psychosocial functioning. d. 90% of Clients identified as having mental health needs that exceed the scope of services provided through the SBHC are referred to an outside mental health specialty service.

<p>4. Reduce the severity and frequency of asthma symptoms among Clients with asthma who utilize the SBHC.</p>	<p>a. 80% of Clients with asthma have a written asthma action plan.</p> <p>b. 70% of Clients compliant with a written asthma action plan show improvement in symptoms as documented by a health care provider in the medical record.</p> <p>c. There is a 20% decrease in urgent visits (visits by Clients seen in School Based Health Clinic due to asthma symptoms) as assessed by clinician notes, Electronic Health Record, or Data Base.</p> <p>d. 90% of Clients with asthma have a documented flu vaccine.</p> <p>e. The number of Clients with asthma that report reduction in admissions to the Emergency Department during the school year is increased by 20%.</p>
<p>5. Reduce the proportion of SBHC Clients with obesity.</p>	<p>a. 90% of SBHC Clients of medical services have documentation of BMI in their record.</p> <p>b. 80% of SBHC Clients of medical services with a BMI > 85th percentile receive education and/or counseling about nutrition and physical activity, or are referred for education and/or counseling.</p> <p>c. 25% of SBHC Clients of medical services with a BMI > 95th percentile have a written plan to improve nutrition and increase physical activity and are offered follow-up on a regular basis.</p> <p>d. 50% of SBHC Clients who have a written plan to improve nutrition and increase physical activity and who receive follow up report that the plan was shared with their family, and/or report a positive lifestyle change (i.e. increased physical activity, improved nutrition, reduced "screen" time, elimination of sugary drinks in their diet).</p>
<p>6. Reduce the occurrence of STDs among Client SBHC Clients. (Reproductive Health – clients in grades 7-12)</p>	<p>a. 85% of sexually active Clients are screened for STDs.</p>

2. Satisfaction Surveys: Students, Parents and Staff:

- a. All SHCs must use the uniform NHPS student satisfaction survey and distribute/collect/summarize these surveys each year to students in grades 5-12 using the quantity guidelines below. Each site must enter their survey responses into the NHPS Survey Monkey tool by May 30th of 2020.
- b. The survey will include questions to ascertain satisfaction with the cultural competency of service provision. Results of the survey will indicate that at a minimum, **85% of clients/parents/guardians of Clients using the SHC are satisfied with services received.**

- c. Results of **staff surveys** will indicate that at a minimum, 85% of staff grade the site with an A or B, and /or at least 85% they rate their experience with the SHC staff as Good or Great.

The SHC Director and Subcontractors will collaboratively develop uniform NHPS satisfaction surveys for parents (grades K-8) which will eventually be used across all sites. Each SHC will distribute/collect/summarize before May 30th, 2020.

Quantity Guidelines for all Surveys:

1. For schools with up to 500 students: Collect at least 50 completed student surveys, 20 parent surveys and 20 staff surveys
2. For schools with more than 500 students: Collect at least 75 completed student surveys, 20 parent surveys and 25 staff surveys

The survey will include questions to ascertain satisfaction with the cultural competency of service provision. The Contractor will include strategies to address survey findings in the year end report.

REQUIRED PROGRAMMATIC REPORTS (All sites)

A. TRIMESTER ACTIVITY REPORTS: For *DPH & NHPS

The Subcontractor /staff shall complete and submit their site-specific Program Activity Reports (DPH and Non DPH) per DPH and SHC Director instruction, on official report forms provided, to the SHC Director following the schedule below:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2019
November through February	March 10, 2020
March through June	July 10, 2020

1. DPH & NHPS REQUIRED DATA –Trimester Reports

The Subcontractor will meet the State Department of Public Health requirements by collecting and documenting all required information for the DPH/NHPS Reports, including but limited to:

- a. Access/Enrollment documentation
- b. Utilization documentation
- c. Demographics of enrolled Students
- d. Disposition
- e. Provider Information (NP/SW visits)
- f. Insurance information
- g. Asthma Action Plan Status: An asthma action plan shall be put in place, or be confirmed to be in place for all clients with a diagnosis of Asthma who use the clinic for medical services. Data pertaining to an asthma action plan will be entered into an electronic format
- h. BMI medical visits (childhood obesity):) Body Mass Indexes (BMIs) shall be calculated and recorded for all clients at the time of any medical visit at a minimum, unless calculated and recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format for reporting.
- i. Mental Health Screenings Status: The Contractor shall provide mental health screening with a formal tool approved by Board for all clients at the time a physical examination is performed, at a minimum

- j. Progress indicators for selected diagnoses per NHPS
- j Health Education Efforts

2.STATISTICAL DATA EXPORTED FROM EMRs:* DPH funded Sites:

Due end of the year (by July 10, 2020)

The Subcontractor will export data for all SHC visits (medical and mental health) at the end of the school year that includes, student ID, diagnoses, date, procedure codes, demographic, insurance, disposition, grade and provider information by site from their Electronic Medical record system to Department of Public Health secure folder. DPH Contact: Johanna Davis. Johanna.davis@ct.gov

B.YEAR-END REPORT: The Subcontractor agrees to submit:

The final program, statistical and expenditure reports for each site, in the formats provided by Department of Public Health and/or NHPS, shall be submitted within thirty (30) days after the termination of this contract (July 10th) and shall be due no later than August 10, 2020.

Parts of Year End Report:

- a. **Completed Year end report for every site (using NHPS template)**
- b. **Annual Results Based Accountability Report Cards (RBA) by Agency for each DPH site : Outcomes Based on the 3 tracked outcome measures selected.**
 - Must include access and utilization measures and choice of 2 others from DPH Outcome Measures table in the format provided by DPH
 - Subcontractor will complete two RBA reports by agency for DPH funded sites. One for Medical and one for mental health objectives, and submit to CSH Director & DPH by August 1st, 2019, using the templates and graphs provided by DPH.
- c. **Satisfaction Survey Results entered into Survey Monkey: Due by May 30th 2020**
- c. **Data Export from EMRs for the school year**

C.EXPENDITURE/SALARY DETAIL REPORTS & INVOICES: For DPH Funded Sites

REIMBURSEMENT REVENUE REPORTS- Required for ALL sites

- a. The Subcontractor shall provide expenditure reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

FINANCIAL REPORTS/INVOICES: For DPH Funded Sites

The Contractor shall provide financial reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2019
November through February	March 10 2020
March through June	July 10, 2020

- b. The Subcontractor will also submit a completed staff salary/rate and hourly Detail Report (use form provided by NHPS) with the DPH financial forms/invoices.

- c. **All Subcontractors billing for SHC services at any site will submit the following per the schedule above to the SHC Director:**

- a. Billing Revenue Report by SHC site
 - b. A report describing how the revenue is supporting the SHC sites
- * Any expenditures with either DPH funds or revenue generated from billing, must be used to maintain, enhance or expand SHC services.

D. COMPENSATION & THIRD PARTY BILLING REVENUE

A. As compensation for all services rendered pursuant to this Contract, the Board agrees to pay a fee at a rate specified or in accordance with the formula and amount set forth in this Contract. This Contract will remain in effect from July 1st through June 30 of the service year, as stipulated in this Contract, unless terminated sooner in accordance with the terms hereof, whichever comes first.

Compensation will be made upon the submission of an invoice and is contingent on the timely receipt of expenditure reports, invoices and all program and service reports outlined in this Contract.

If incorrect or incomplete expenditure reports and data reports are submitted, the Subcontractor will have ten (10) business days to submit a corrected report. Board and Subcontractor will work collaboratively to resolve the matter.

In the event that data reports have not been submitted by the deadlines stipulated in the Contract, the Board will delay payment or, reduce the amount of the payment, or, in the case of non-compliance with requirements set forth in this Contract, to reduce the amount of payments based on the Subcontractor’s non-conformance with reporting requirements.

B. Third Party Billing Revenue

All subcontractors staffing any SHC must attempt to bill at least Medicaid, and attempt to contract with private insurance companies for all eligible services and maximize reimbursement possibilities.

A goal for the NHPS this year is to explore and secure reliable revenue stream options to ensure equitable support, sustainability and/or expansion of SHC services and support for other evidence based school health initiatives across schools that promote NHPS goals.

1. Medicaid and Private Insurance

The Subcontractor will bill Medicaid and private insurance for all eligible services in accordance with Subcontractor’s policies;

2. All third-party reimbursements must be used to support and/or expand the SHC program operations.

Reports will be provided to the Board, upon request and through trimester reports, about how all revenue from billing reimbursements is supporting and/or expanding the SHC Program;

4. If billing is not being maximized currently in accordance with Subcontractor billing policies and procedures, the Subcontractor must develop a plan with the SHC Director by September 15th, 2019 about how billing will be maximized, with a timeline;

5. The Subcontractor will submit a billing revenue expenditure report for all SHC services using the NHPS template provided with the Financial Reports/invoices following the same trimester schedule;

6. The SHC Director will evaluate the billing performance each trimester and review at least annually with the Subcontractor to determine billing and license arrangements for the following year that will best support the entire SHC program;

2. Revenue Generated from SHC Billing/Reimbursement : To ensure compliance with the DPH contract requirement " *The Contractor shall use revenues generated from reimbursement from billed services to*

maintain, enhance and expand(SHC) services" in a collaborative and transparent manner, Contractors will:

- 1. Work together with NHPS to increase diverse and reliable sources of revenue to maintain, enhance and expand SHC services in an equitable manner as part of our SHC Partner Advisory Committee work;*
- 2. Complete Billing Revenue Expenditure reports on a trimester basis that documents where and the amount of reimbursement revenue from any SHC billing are being spent in any of the acceptable areas listed below;*
- 3. Work with NHPS to evaluate cost effectiveness and efficiency of both billing practices and of operating SHCs across agencies*

Acceptable Areas for Reimbursement Revenue

1. SHC salaries and benefits
2. SHC equipment, furniture, supplies
3. Partial program-related administrative services (billing, supervisory)
4. Approved expansion of hours/services at SHC sites



New Haven Board of Education School Health Centers

Agency Subcontractor Agreement 2019-2020

Fair Haven Community Health Clinic, Inc.

NHPS School Health Center Program Overview & Vision Statement

NHPS has long recognized the profound impact that a child's physical, behavioral and emotional health has on learning, success in school and in life. Committed to supporting the "whole child", NHPS operates 17 SHCs with five community partners, the largest program in the State. SHCs provide a critical "safety net" for children/adolescents for needed health/mental health services, health promotion and support by trusted adults who are accessible at school, during the school day, thereby limiting barriers to care.

SHCs also play a critical role as partners to support our District goals through prevention efforts, by addressing the health needs of students and by supporting staff and parents to reduce absenteeism; increase school connectedness; reduce barriers to learning; and help students to be healthy, focused and successful learners.

The NHPS School Change Goals are to support the whole child:

1. *Eliminate Achievement Gap*
2. *Cut dropout rate in half*
3. *Ensure that every student is ready and able to succeed in college*

As integral health professionals in our schools, the School Health Center staff will support the Goals of New Haven Public Schools described within by:

1. Providing confidential, quality health services, groups, and health education to students;
2. Implementing evidence-based clinical and programmatic best practices;
3. Helping to keep students in school and available to learn;
4. Serving as an integral members, resource and supports of the school through committee work, class presentations, consults, school health promotion initiatives;
5. Supporting school, families and students to improve overall health, health behaviors, learning and engagement in school of students;
6. Supporting District strategies to ensure sustainability and expansion of SHCs services/sites

Our vision is to strengthen and expand this program and our Dental Program with our community partners to provide every student with access to the services and support of a SHC and/or Dental Clinic to become a unified, sustainable and highly effective "model" program that promotes health and learning of all students.

To achieve this, our goal is for every New Haven SHC to be fully staffed (office manager, medical and mental health), with full-time staff (minimum 35 hours/week), to work collaboratively with the school nurse, school staff and families to become a true integrative model of care. Once every site is fully staffed, and maximizing billing, we intend to expand with the following:

- Expand on-site dental services across sites where needed;
- Hire health educators for SHCs;
- Expand hours of existing SHCs and open additional sites based

**Agency SubContractor Agreement
School Health centers (SHC) & School Dental Clinics**

Fair Haven Community Health Center

This Agreement entered into this day of , 2019, effective the 1st day of July, 2019, by and between the **New Haven Board of Education** hereafter called, the "Board," and **Fair Haven Community Health Clinic, Inc.** located at 374 Grand Avenue, New Haven, CT, hereafter called the "Contractor."

The parties entering into this Agreement acknowledge the following terms and conditions:

COMPENSATION-For 3 DPH Funded SHCs

Compensation for services is *contingent upon receipt of grant funds* from the State Department of Public Health. Pending receipt of funds, the Board will compensate the contractor for satisfactory performance of service, which includes compliance with all staffing, service delivery and, reporting and documentation requirements, as outlined in this Agreement.

Failure to comply with all requirements, as outlined in the Agreement, may result in the withholding of payment and/or the reduction of payment.

The contractor will return any unspent funds to the Board immediately following termination of this Agreement or within thirty (30) days of the end of the State Department of Public Health contract date.

This Agreement shall remain in effect from **July 1st, 2019 through June 30, 2020**, in an amount not to exceed **One hundred ninety five thousand eight hundred and forty three dollars (\$195,843)**.

If funded by the Board through the State Department of Public Health (DPH) Grant, fiscal Support for this Agreement shall be by: **School Health Center Program, Account #: 2512-5124-56694**.

In the event that the Subcontractor is providing an alternative funding source, the Board enters into this Agreement as a **Non-Financial** partner with the understanding that all other terms and conditions, outlined in this Agreement, are in effect, without exception.

DPH Funded SHCs:

1. Fair Haven School-Medical Services
2. Clinton Avenue School-Medical Services
3. Wilbur Cross High School

Non-DPH Funded SHCs:

1. John Martinez School

Non-Funded School Dental Clinics

1. John Martinez
2. Clinton Avenue School
3. Fair Haven K8
4. Columbus School

SCOPE OF SERVICES

The Subcontractor will carry out a fully staffed program (unless approved otherwise) of health, including psycho-social care, medical services and health promotion at: **Fair Haven School; Clinton Avenue School; Wilbur Cross High School; and John Martinez**, utilizing licensed, or certified and supervised personnel (when and as required by the State of Connecticut law), who are qualified by training and experience to perform their duties, as described in the Agreement. The Subcontractor will also staff and operate school dental clinics that provide

preventive dental services and oral health education to enrolled students by licensed dental hygienists at: **Clinton Avenue School, Fair Haven K8; Martinez; and Columbus School.**

BOARD AUTHORITY

- a. The Board will appoint a designee, hereafter referred to as the "SHC Director", to oversee the operations of the School Health Centers. The SHC Director has authority to act on behalf of the Board in matters of finance, management, reporting and oversight of the School Health Centers and School Dental Clinics;
- b. The Subcontractor's operation of a School Health Center or School Dental Clinic, regardless of funding source, is subject to approval by the SHC Director, under terms set forth in this Agreement;
- c. A Board approved Agreement is required for all Subcontractors, regardless of funding source, for any School Health Center or School Dental Clinic in New Haven Public Schools;
- d. The Subcontractor's personnel will be subject to Board's direction and control, through the SHC Director, with respect to his/her activities on behalf of the Board;
- e. The SHC Director reserves the right to prevent any staff member employed by the Subcontractor from working in the School Health Center or Dental Clinic, if, in its sole discretion, it determines that said employee's performance is unsatisfactory;
- f. The SHC Director must be notified in writing of any changes in SHC or Dental Clinic staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
- g. Any changes in program design, forms, reporting, documentation or service delivery must receive prior approval from the SHC Director;
- h. A description of any short or long term (more than once/twice) planned health services, programs or education by the SHC agency that will be provided to students in school by staff other than SHC staff must be submitted to the SHC Director at least 2 weeks in advance for review and approval as part of a centralized coordination plan to assess need, equity, student time issues and to avoid duplication of efforts.

BOARD AND SUBCONTRACTOR IN-KIND CONTRIBUTIONS

The Board will provide the following in-kind contributions for the School Health Centers/Dental Clinics:

- a. Suitable space at the designated school(s)
- b. Utilities
- c. Phones
- d. Internet and Powerschool access; and New Haven Public School email addresses for all SHC staff
- e. Oversight and management of the School Health Center program
- f. Regular meetings and training for clinic staff and Advisory meetings with partners
- g. Standardized forms, surveys, data management system, and reports

The Subcontractor will provide the following in-kind contributions for the School Health Centers/Dental Clinics:

- a. Medical and Dental Equipment and supplies
- b. Liability Insurance for staff at an appropriate level set forth in this Agreement
- c. Salary/benefits of staff above what grant and/or billing revenue provides
- d. Clinical Quality Review
- e. At least 2 Staff development opportunities/year for their SHC staff
- f. Supervision of staff
- g. Replacement of office supplies/equipment (other than computers) including fax machines, ink/toner, paper, etc. directly or through revenue generated from billing

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval

HOLD HARMLESS

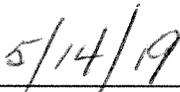
The Subcontractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits and expenses, including reasonable attorneys' fees, in connection with loss of life, bodily injury and property damage arising from any negligent act or omission of the Subcontractor or its employees or agents. Further, the Subcontractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits, damages, costs, expenses (including reasonable attorneys' fees) and/or judgments of any description whatsoever caused by the Subcontractor's breach of this Agreement or based upon the conduct of the Subcontractor, or its agents or its employees or arising out of or in connection with, their activities under this Agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Signatures authorizing execution of this Agreement:


Suzanne Lagarde, Chief Executive Officer

Darnell Goldson, President
Board of Education



Date

Date

06-0883545

Federal I.D.

EXHIBIT A- DETAILED SCOPE OF SERVICE:
SCHOOL HEALTH CENTERS & *SCHOOL DENTAL CLINICS

SERVICE DELIVERY, DATA SECURITY, STAFFING, INSURANCE COMPLIANCE

The Subcontractor and its personnel will provide the following services utilizing licensed, or certified and supervised personnel (as required by the State of Connecticut law), who are qualified by training and experience to perform their professional duties during School Health Center hours of operation:

A. Clinical Services: Culturally Competent Medical, Mental Health and *Preventive Dental Services

1. Diagnosis and treatment for illness and injury
2. Psychological assessments
3. Crisis intervention and advocacy
4. Individual, family and group counseling
5. Health education
6. Substance abuse/AIDS counseling and referral
7. Referral for follow-up services, diagnostic procedures and treatment of conditions that are beyond the scope of services provided in the clinic
8. Outreach to families and at risk students
9. Case management
10. Medical and Mental health services that do not supplant existing school health services
11. All health services provided by the Subcontractor to any students during school hours must be done on site to help students remain in school and be available to learn
12. Medical providers will provide a mental health screening with a formal tool for all students at the time a physical examination is performed, at a minimum.
13. Body Mass Indexes (BMIs) shall be calculated and recorded for all students at the time of any medical visit at a minimum, unless calculated and recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format either provided or approved by DPH, and will be entered into HealthX.
14. An Asthma Action Plan shall be put in place, or must be confirmed to be in place in HealthX for all clients with a diagnosis of Asthma who use the clinic for medical services.
15. *Preventive Dental Services including: Screens, Flouride, cleanings and sealants will be provided to enrolled students needing them.
16. **Culturally Competency-** All SHC staff shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. All subcontracted agencies shall include strategies and efforts to ensure that culturally competent staff and service is delivered in the SHCs. This may include but is not limited to the following:
 - a. A program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity;
 - b. Policies and procedures for the provision of interpreter/translator services;
 - c. Readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
 - d. The development of non-English client-related materials that are appropriate for the population served by the program,
 - e. Signage (in commonly encountered languages) that provides notices and directions to services within the facility,
 - f. Policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,

- g. Strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations, the Contractor/subcontractor will:
 - i. Actively recruit applicants from the minority population served,
 - ii. Include cultural competency criteria in the evaluation of applicants,
 - iii. Assign a higher value to the cultural competency criteria for those applicants from the minority populations served.
- h. Institutional policies and procedures to accommodate the ethnic and cultural practices of clients, client's families, and staff,
- i. An organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and,
- j. Surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

B. School Support and SHC Outreach Services

The Subcontractor and/or its SHC personnel will:

- 1. Provide a minimum of twenty-four (24) consultation sessions to school staff, and eleven (11) classroom presentations to complement the school curriculum in areas of health promotion and psycho-social development
- 2. Provide a minimum of two (2) presentations for parents on issues of health promotion and psychosocial development or other topics of interest in the community
- 3. Participate in a minimum of four (4) school events/year that promote health/wellness for students, families or staff
- 4. *Collaborate with the school to participate in a minimum of 4 outreach events/year to promote access, utilization and awareness of SHC and Dental services (e.g. orientation, table school events, SHC open houses, etc.) and document number of students/parents/staff reached
- 5. At least one SHC staff member will regularly attend their school's: 1) Staff and Student Support Team (SSST), 2) Attendance Committee, 3) SPMT committee and 4) School Wellness Committee and any other relevant school committees, per school request.

C. Patient Records, Data Entry and Reports

The Subcontractor or its personnel will provide the following:

- a. *Document clinical notes for every visit into patient record system (e.g. Electronic Medical Records), and enter information for billing, if approved;
- b. *Complete daily data entry of all required student information, including all visit encounter forms and data needed for reports, billing, or as requested by the SHC Director into the NHPS data management system: Health X.
- c. *Establish and maintain a systematic process for making and obtaining referrals to and from community-based health care providers, as needed, for SHC/Dental clients and their families. Services provided by referral must incorporate follow-up including checking that the appointment was kept, checking that the services met the client's needs, the outcome of the referral, and relevant health care findings. This information must be incorporated into the Client's medical/Dental record.
- d. Export SHC visit data from agency EMRs per required reporting, to DPH per trimester reporting schedule.
- e. *Generate timely reports, as directed by the SHC Director, for DPH and NHPS from Health X.
- f. *Third party billing and reporting as directed by the SHC Director on behalf of the Board.

D. Hiring and Staffing Levels for SHCs: NHPS expects that all SHC staff in funded sites work at least 35 hours a week at the SHCs.

- 1. * The Subcontractor will provide administrative and clinical supervision of all professional and support staff.

2. *The Subcontractor must send the SHC Director resumes of potential candidates for SHC/Dental positions at least 2 weeks before interviews begin, and offer the SHC Director the opportunity to interview the final candidates with the Subcontractor before an offer of hire is made;
3. As a condition of hire, the Subcontractor must require that all final SHC/Dental candidates pass a criminal background check as part of their application process, and before he/she can begin work in a school;
4. *The SHC Director will be sent resumes of final candidates for any School Health Center positions and be given the opportunity to interview final candidates prior to hire;
5. *The school Principal will be given the opportunity to have input in the final selection of any SHC/Dental staff if both desired and feasible;
6. * Agencies must submit a **SHC- Agency Staff/Program Form** to the SHC Director for any new SHC staff (permanent or temporary) and/or any individuals from the community who will provide direct services to students, health education or programs brought in through your agency for review and approval at least 2 weeks prior to start dates (form will be provided);
7. Once the staffing and pay rates are finalized contractually, the Subcontractor will provide the SHC Director with a list of their clinic staff by site with their scheduled hours/weeks, and rate of pay by **July 15th 2019**, and provide updated staffing lists /information within five (5) business days of any changes;
8. The Subcontractor and SHC Director will agree, in writing, on a method of regular monitoring and reporting process of SHC staff attendance as part of this agreement;
9. *The SHC Director must be notified in writing of any changes in SHC/Dental staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
10. The Subcontractor will maintain full staffing levels at the School Health Centers(s) without jeopardizing staffing at the other clinic sites named in this Agreement;
11. Subcontractor personnel in DPH funded sites will work no less than 35 hours per week, covering school hours, for the term specified in this Agreement, unless approved for less coverage in writing by the SHC Director.
12. The Subcontractor will notify the SHC Director, immediately, of any staffing changes or shortages. If vacancies cannot be filled within five (5) school days, thus jeopardizing full staffing (35 hours per week, during school hours), the funding amount of the contract will be reduced accordingly for each non-staffed day, unless other arrangements are approved in writing by the SHC Director;
13. Any position left vacant for more than forty-five (45) days will be forfeited to the Board for the remainder of the contract year to fill the positions, and the contract amount will be reduced to reflect that change;
14. Any staffing changes must be reported to, and approved by, the Board's designee, in writing, with the exception of firing due to misconduct or medical or personal leave. In these instances, the Board must be notified within five (5) business days that there will be a vacancy and the Subcontractor must also provide an adequate plan in writing within five (5) days of a vacancy for full coverage for the School Health Center. Unfilled vacancies will be subject to funding reduction as outlined in #7, above.
15. *The Subcontractor must report, within forty-eight (48) hours, upon the loss, restriction, suspension, or surrender of any medical or other credentials, qualifications, or licenses; and will immediately cease to provide further services to patients upon such loss, restriction, suspension, or surrender of such medical or other credentials, qualifications or licenses.
16. The Subcontractor will complete and submit the "Vacancy Tracker form" (provided by NHPS) to the SHC Director at least 2 weeks prior to the vacancy, when possible, when a SHC employee vacates a position and submit an updated version at least 2 weeks prior to the start date of a new person filling the vacancy.

E. Staff Orientation, Staff Development & Certification

1. *Newly hired SHC staff will be provided with individual orientation within 2 weeks of their start date by both the SHC Director and from the agency. The SHC Director may delegate, with their consent, any other SHC staff in the District to assist with training, mentoring or supporting new staff as they adjust into their role and setting.
2. *The Subcontractor shall facilitate annual certification of School Health Center staff, and the nurse practitioner staff or one FT SHC staff member shall be certified to deliver:
 - a. First Aid

- b. Cardiopulmonary Resuscitation including operation of the A.E.D (Automatic External Defibrillator), and
- 3. Subcontractors will follow the SHC Preceptor protocols developed by the SHC Advisory Board and will submit the staff preceptor form to the NHPS SHC Director by September 30th, 2019 and update if any changes are made during the year.
- 4. The Subcontractor shall provide documentation to the SHC Director that SHC personnel participate annually in ongoing professional development programs to update and enhance their knowledge of community and school health, and health promotion and illness prevention strategies for children and adolescents.

F. Compliance: Public Health, DPH Inspections-Data Security Requirements, Litigation and Board Regulations

- 1. *The Subcontractor and its personnel will maintain full compliance with all Medicaid and Medicare statutes, regulations, manual provisions, rules, guidelines, contract provisions, policies and procedures applicable to any services provided by the Contractor and its personnel.
- 2. *Subcontractor personnel will perform such duties as patient care, education and research as set forth in the State of Connecticut Department of Public Health grant proposal and as required by the Board, and by any requirements imposed in any contract entered into with the Board relating to Medicaid or Medicaid managed care and in particular, act in the capacity and perform the particular duties set forth in this contract, within the scope of any certification or licensure.
- 3. *Personnel will carry out the policies and instructions of the Board, as communicated by the SHC Director.
- 4. *The Agency (DPH) or its affiliated representatives shall at all times have the right to enter into the Contractor(BOE) or Subcontractor's premises, or other such places where duties under the contract are being performed, to inspect, monitor or evaluate the work being performed in accordance with Conn. Gen. Stat. 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor/Subcontractor shall disclose information on Clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
- 5. *The Subcontractor and its personnel will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations.
- 6. *The Contractor and Subcontractors, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained in a commercially reasonable manner in accordance with current industry standards.
- 7. *Each subcontractor shall implement and maintain a comprehensive data-security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Personal Information, including but not limited to passwords, and
 - e. Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
 - f. The Contractor and subcontracted parties shall notify the Department and the Office of Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Subcontractor possess or control has

been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor or Subcontractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring and protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractor's or Subcontractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- g. *Nothing in this section shall supersede in any manner Contractor's or Subcontractor's obligations pursuant to HIPAA or the provisions of this contract concerning the obligations of the contractor or Subcontractor.
- h. *Subcontracted agencies, as appropriate, shall disclose to the SHC Director, to the best of their knowledge, any claims involving the Subcontractor that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.
- i. *The Subcontractor acknowledges and agrees that nothing in the contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers arising out of the Contract. To the extent that this section conflicts with any other section, this Section shall govern.

8. * The Subcontractor will provide and update a **School Health Center and Dental Manual** that outlines clinic policies, procedures and protocols, which are maintained on-site and available for inspection by the State personnel and Board.

- a. The manual shall include policies and procedures regarding:
 - i. Non-discrimination
 - ii. Confidentiality of Client Services
 - iii. HIPAA
 - iv. Clinical coverage in the event of: Staff absences, staff vacations, and staff vacancies
 - v. Consent for services
 - vi. Patient rights and responsibilities
 - vii. Emergency procedures
 - viii. Reportable disease process
 - ix. After hours policy
 - x. Child abuse reporting policy
 - xi. SCH staff job descriptions with qualifications, responsibilities, supervision, and evaluation procedures
 - xii. Quality Assurance
 - xiii. Complaint and incident review
 - xiv. Referral and follow-up system
 - xv. Cultural competency/sensitivity
 - xvi. Risk assessment screening, and
 - xvii. Staff clinical background checks

9. The Subcontractor will pursue active collaboration with and, as appropriate, referrals to local HIV/AIDS projects, Adolescent Pregnancy/Young Parents Program and the Healthy Start Program.
10. *The Subcontractor will provide a written plan for back-up medical, mental health and dental services to students during times when the School Health Clinic is not in operation.
11. *The Subcontractor assures the School Health Clinic(s) and Dental Clinics shall operate in accordance with the Public Health Code, section 19-13 D45 through D53, "Licensing Outpatient Clinics Operated by Corporations or Municipalities," or in accordance with the General Statutes of Connecticut, Section 19a-493. A copy of each Clinics Outpatient License and a copy of each staff member's license and resume must be submitted to the SHC Director **prior** to opening in the fall.
12. *The Subcontractor assures the School Health Center(s) and Dental Clinics will comply with all quality assurance, Department of Public Health and Hospital Accreditation standards for Satellite Sites, data gathering and reporting requirements, as required by the State and Board, as specified in this contract.
13. *The Subcontractor and its personnel will collaborate with school administration and comply with all SHC policy and procedures, as indicated in the SHC /Dental manual, and all school policies and procedures applicable to staff working in the school, including safety, evacuation, codes, communication with staff, managing students, etc.
14. Title to equipment purchased with funding from the Department of Public Health shall vest with the State and shall be returned when it is determined by the Department of Public Health that use for the continuation of intended services is no longer required.

G. Insurance

*The Subcontractor agrees that each healthcare provider will be covered, at such healthcare personnel or Subcontractor's expense, by policies of professional liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. In addition, and subject to the same terms and conditions, each procedure for obtaining such access as set forth in 42 CFRv420.304 shall be followed.

If either party carries out any of the duties of this Contract through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. Section 405.427 (b), such subcontract, that related organization, upon written request, shall make available to the Secretary or Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and record of such organization that are necessary to verify the nature of extent of such costs.

To the extent that this provision varies from any provision required by final regulation issued under authority of 42 United States Code 1395x(v)(1)(1), the provisions said regulations, 42 C.F.R. Part 410, shall be deemed by the parties to supersede this provision and be made a part hereof by reference.

Liability Insurance

*The Subcontractor will provide Liability Insurance for staff at an appropriate level set forth in this Contract.

H. Non-Discriminatory Clause

*The Subcontractor and its personnel will provide the best possible care to all patients as assigned to him/her without regard to a patient's ability to pay and without regard to the patient's race, color, national origin, sex, age, religions, ancestry, marital status, sexual orientation, place of residence, health status, area of residence, diagnosis, handicap, or any other status prohibited by applicable statute or regulation; and

The Subcontractor will accept payments from the Board as payment in full for services rendered pursuant to this Contract. The Contractor shall have no recourse against patients or their families for non-payment of services by the Board.

I. APPROVED FORMS/MATERIALS - DATA COLLECTION -QUALITY ASSURANCE/REPORTS

A. Board Approved Forms & Materials

1. *The Subcontractor and its personnel will use only NHPS issued required forms and promotional materials that are distributed to students, staff and families including but not limited to: permission, release and reporting forms, SHC service brochures, and data collection tools . All SHC promotional and/or informational materials that are generated by Contractors for students, parents and staff must be approved by the SHC Director prior to distributing to sites.
2. *In cases where customized forms or changes to any existing NHPS forms/materials are indicated, they must be approved by the SHC Director in writing in advance of implementation.

*The following NHPS issued forms/materials are required for uniform use across all SHCs and/or agencies:

SHC Visit Encounter forms (Medical, Mental Health, Dental and Staff Activity)

- a. Parent Permission forms
- b. Release of Information Forms
- c. Student, Parent and Staff Satisfaction Surveys
- d. Financial reporting forms-per DPH
- e. Billing Revenue Request Form
- f. Quality Improvement Plan form
- g. Trimester Activity Reports
- h. Advisory Meeting Minutes/Members Forms
- i. Non-DPH Reporting Forms
- j. NHPS SHC Brochures and other promotional materials
- k. SHC Signage, posters
- l. Staffing Forms

B. Data Collection:

*1. SHC or Dental staff staff (Office Managers) will enter all required data from NHPS encounter forms into the NHPS data management system (Health X) and will provide required statistical and programmatic information for all required reports as requested from the SHC Director using DPH and/or NHPS report templates/formats.

C. Quality Assurance

1. The Subcontractor shall incorporate systems of quality assessment, and a quality improvement plan that focuses on provider responsibilities for improving care processes and outcomes that address a full range of activities, including but not limited to:

- a. *Management of clinical conditions
- b. Documentation of progress toward selected objectives/measures
- c. *Documentation of care
- d. *Documentation of student progress toward improved health and educational outcomes (HealthX-designated diagnoses)
- e. *Patient satisfaction
- f. Patient knowledge, and
- g. *Changes in patient behaviors
- h. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made (DPH). The Contractor shall provide for an annual financial audit acceptable to the agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with state single audit standards as applicable.
- i. The Contractor shall make all of its and the Subcontracted Parties' records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the

requested date. The State may request an audit or inspection at any time during the contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor and subcontractor shall cooperate fully with the State and its agents in connection with an audit or inspection.

- j. For purposes of this subsection, as it relates to State grants, the word “contractor” shall be read to mean “nonstate entity” as that term is defined in C.G.S 4-230.

***D. District and School Health Center/Dental Advisory Committees and School Staff Meetings**

1. District SHC Advisory Committee:

A Subcontractor designee will attend the District SHC Partner Advisory Committee meetings, which meet quarterly, to collectively assess the District SHC program, provide recommendations for improvement and address issues related to operations, program quality, services and impact.

2. SHC Staff Advisory Board:

Each SHC or District shall maintain an independent community-based SHC Advisory Board that must meet the following requirements:

- Meets a minimum of two (2) times per year;
- Minutes of these meetings shall be submitted to the SHC Director within fifteen (15) days of each meeting;
- The advisory board shall be involved in program planning and development, implementation and evaluation, review and approval of the SHC Quality Improvement Plan, review of utilization trends, and decisions about management, services and funding.

The membership of this Advisory Board shall consist of, at a minimum, representatives from the following:

- **at least 1 staff representative from each SHC site**
- one parent of a student enrolled in a SHC,
- individuals in the community involved with health issues,
- social service providers from school or community,
- school faculty or administrators

***3. Regular SHC and Dental Staff Meetings by Role**

All SHC/Dental staff may meet at least bi-monthly by clinical specialty or role to review and share common issues, programs and successes and to prioritize items needing input from the SHC Director for the semi-annual “all-staff meetings”. Dental staff from all school sites and Dental Director will meet at least once every 2 months to review and update program goals, data and progress with the SHC/Dental director.

***4. District-wide All-Staff Meetings:**

A minimum of two mandatory “all-staff” meetings for all SHC/Dental staff will be scheduled with the SHC Director to address issues related to programmatic, training needs, and /or reporting.

5. District Wellness Committee-Monthly meetings

Subcontractor agency will designate at least one SHC staff representative (per agency) to serve on the District Wellness Committee and attend monthly meetings (September-May).

E. REPORTS-Quality Improvement-Report Cards (RBAs) & EVALUATION

1. The 3 Quality Improvement Measures selected by each site/agency from the outcome measures table (per DPH contract) will be tracked through the year, and the outcomes will be used for the Results Based Accountability (RBA) Report Cards for DPH funded sites.

The Contractor will submit annual report cards specific to medical and mental health services provided, in an electronic format required by the Department and inclusive of each funded SHC reflecting: Identified SHC

- a. the number of clients enrolled

- b. the number of clients who have had at least one visit
- c. type of insurance utilized to support provided care
- d. overall client and/or parent satisfaction with SHC services
- e. data on the outcome measures for Outcome #1 and at least two other Outcomes detailed within the following school health center outcome measures table.
- f. Each subcontracted agency will prepare and submit one Medical RBA that reflects data from their funded sites and one mental health RBA which reflects data from their funded sites.

School Health Centers Outcomes and Measures

The Subcontractor shall achieve Outcome #1 and two additional outcomes from this table for each of its funded **SHC site and submitted by each agency.**

OUTCOMES	MEASURES
1. Improve access to and utilization of primary and preventive health care and other essential public health services.	<ul style="list-style-type: none"> a. There will be at least 65% of the school's Client population enrolled in the SBHC. Enrolled means that a signed parent consent form for the Client is on file. b. At least 50% of Clients enrolled in the SBHC will receive one or more visits. c. At least 80% of the Client population will receive an outreach contact regarding services available at the SBHC (through distribution of literature, invitation to an open house or event, participation in an educational forum, social media, or other contact).
2. Reduce the occurrence of preventable disease among SBHC Clients.	<ul style="list-style-type: none"> a. Enrolled Clients will be immunized with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) that are required by the state of Connecticut. Annually the number of Clients who received immunizations and the percentage of Clients behind in recommended intervals for immunizations who are brought up to date will be reported to the Department. b. The percentage of Clients offered as well as the number who received Influenza Vaccine will be reported to the Department. c. The percentage of Clients who received influenza prevention teaching will be reported to the Department.
3. SBHC Clients will utilize mental health services to improve their psychosocial functioning through assessment, intervention and referral.	<ul style="list-style-type: none"> a. 90% of school staff receive information about the mental health services offered through the SBHC. b. 85% of Clients identified with a mental health concern through risk assessment screening receive a mental health assessment administered by the SBHC mental health clinician or are referred for appropriate assessment. c. 50% of Clients receiving mental health services through the SBHC for at least three months of regular therapy demonstrate improved psychosocial functioning. d. 90% of Clients identified as having mental health needs that exceed the scope of services provided through the SBHC are referred to an outside mental health specialty service.

<p>4. Reduce the severity and frequency of asthma symptoms among Clients with asthma who utilize the SBHC.</p>	<p>a. 80% of Clients with asthma have a written asthma action plan. b. 70% of Clients compliant with a written asthma action plan show improvement in symptoms as documented by a health care provider in the medical record. c. There is a 20% decrease in urgent visits (visits by Clients seen in School Based Health Clinic due to asthma symptoms) as assessed by clinician notes, Electronic Health Record, or Data Base. d. 90% of Clients with asthma have a documented flu vaccine. e. The number of Clients with asthma that report reduction in admissions to the Emergency Department during the school year is increased by 20%.</p>
<p>5. Reduce the proportion of SBHC Clients with obesity.</p>	<p>a. 90% of SBHC Clients of medical services have documentation of BMI in their record. b. 80% of SBHC Clients of medical services with a BMI > 85th percentile receive education and/or counseling about nutrition and physical activity, or are referred for education and/or counseling. c. 25% of SBHC Clients of medical services with a BMI > 95th percentile have a written plan to improve nutrition and increase physical activity and are offered follow-up on a regular basis. d. 50% of SBHC Clients who have a written plan to improve nutrition and increase physical activity and who receive follow up report that the plan was shared with their family, and/or report a positive lifestyle change (i.e. increased physical activity, improved nutrition, reduced "screen" time, elimination of sugary drinks in their diet).</p>
<p>6. Reduce the occurrence of STDs among Client SBHC Clients. (Reproductive Health – clients in grades 7-12)</p>	<p>a. 85% of sexually active Clients are screened for STDs.</p>

2. Satisfaction Surveys: Students, Parents and Staff:

- a. All SHCs must use the uniform NHPS student satisfaction survey and distribute/collect/summarize these surveys each year to students in grades 5-12 using the quantity guidelines below. Each site must enter their survey responses into the NHPS Survey Monkey tool by May 30th of 2020.
- b. *Satisfaction surveys for dental services will be developed by the full dental team in 2019-2020 and distributed to at students receiving services from Feb-June, 2020.

Results of the survey will indicate that at a minimum, 85% of clients/parents of clients using the Dental clinics are satisfied with services received.

- c. The survey will include questions to ascertain satisfaction with the cultural competency of service provision. Results of the survey will indicate that at a minimum, **85% of clients/parents/guardians of Clients using the SHC are satisfied with services received.**
- d. Results of **staff surveys** will indicate that at a minimum, 85% of staff grade the site with an A or B, and /or at least 85% they rate their experience with the SHC staff as Good or Great.

*The SHC Director and Subcontractors will collaboratively develop uniform NHPS satisfaction surveys for parents (grades K-8) which will eventually be used across all sites. Each SHC/Dental site will distribute/collect/summarize before May 30th, 2020.

* Quantity Guidelines for all Surveys:

- 1. For schools with up to 500 students: Collect at least 50 completed student surveys, 20 parent surveys and 20 staff surveys
- 2. For schools with more than 500 students: Collect at least 75 completed student surveys, 20 parent surveys and 25 staff surveys

The survey will include questions to ascertain satisfaction with the cultural competency of service provision. The Contractor will include strategies to address survey findings in the year end report.

REQUIRED PROGRAMMATIC REPORTS (All sites)

A. TRIMESTER ACTIVITY REPORTS: For DPH & NHPS

The Subcontractor /staff shall complete and submit their site-specific Program Activity Reports (DPH and Non DPH) per DPH and SHC Director instruction, on official report forms provided, to the SHC Director following the schedule below:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2019
November through February	March 10, 2020
March through June	July 10, 2020

1. DPH & NHPS REQUIRED DATA –Trimester Reports

The Subcontractor will meet the State Department of Public Health requirements by collecting and documenting all required information for the DPH/NHPS Reports, including but limited to:

- a. Access/Enrollment documentation
- b. Utilization documentation
- c. Demographics of enrolled Students
- d. Disposition
- e. Provider Information (NP/SW visits)
- f. Insurance information
- g. Asthma Action Plan Status: An asthma action plan shall be put in place, or be confirmed to be in place for all clients with a diagnosis of Asthma who use the clinic for medical services. Data pertaining to an asthma action plan will be entered into an electronic format
- h. BMI medical visits (childhood obesity):) Body Mass Indexes (BMIs) shall be calculated and recorded for all clients at the time of any medical visit at a minimum, unless calculated and

recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format for reporting.

- i. Mental Health Screenings Status: The Contractor shall provide mental health screening with a formal tool approved by Board for all clients at the time a physical examination is performed, at a minimum
- j. Progress indicators for selected diagnoses per NHPS
- j Health Education Efforts

***Required Dental Data/Reports to be Submitted to NHPS :**

- Dental Services rendered to students in the school clinics-documented on service tracker and uploaded each month or entered daily into HealthX
- Screening spreadsheets uploaded to G-Drive of any schools screened
- Enrollment data by site uploaded to G-Drive and entered into Health-X
- Seal CT data documented on spreadsheet monthly
- Oral health education-Documented by school and uploaded to G-Drive
- Satisfaction survey results entered into Survey Monkey by end of April, 2020
- Submit Revenue Report for Dental services on trimester basis (follow same dates as SHCs)

2.STATISTICAL DATA EXPORTED FROM EMRs:* DPH funded Sites:

Due end of the year (by July 10, 2020)

The Subcontractor will export data for all SHC visits (medical and mental health) at the end of the school year that includes, student ID, diagnoses, date, procedure codes, demographic, insurance, disposition, grade and provider information by site from their Electronic Medical record system to Department of Public Health secure folder. DPH Contact: Johanna Davis. Johanna.davis@ct.gov

B.YEAR-END REPORT: The Subcontractor agrees to submit:

The final program, statistical and expenditure reports for each site, in the formats provided by Department of Public Health and/or NHPS, shall be submitted within thirty (30) days after the termination of this contract (July 10th) and shall be due no later than August 10, 2020.

Parts of Year End Report:

- a. Completed Year end report for every site (using NHPS template)
- b. Annual Results Based Accountability Report Cards (RBA) by Agency for each DPH site :
Outcomes Based on the 3 tracked outcome measures selected.
 - Must include access and utilization measures and choice of 2 others from DPH Outcome Measures table in the format provided by DPH
 - Subcontractor will complete two RBA reports by agency for DPH funded sites. One for Medical and one for mental health objectives, and submit to CSH Director & DPH by August 1st, 2019, using the templates and graphs provided by DPH.
- c. Satisfaction Survey Results entered into Survey Monkey: **Due by May 30th 2020**
- c. Data Export from EMRs for the school year

C.EXPENDITURE/SALARY DETAIL REPORTS & INVOICES: For DPH Funded Sites

*** REIMBURSEMENT REVENUE REPORTS- Required for ALL sites**

a. The Subcontractor shall provide expenditure reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

FINANCIAL REPORTS/INVOICES: For DPH Funded Sites

The Contractor shall provide financial reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2019
November through February	March 10 2020
March through June	July 10, 2020

b. The Subcontractor will also submit a completed staff salary/rate and hourly Detail Report (use form provided by NHPS) with the DPH financial forms/invoices.

c. All Subcontractors billing for SHC services at any site will submit the following per the schedule above to the SHC Director:

- a. * Billing Revenue Report by SHC site
- b. A report describing how the revenue is supporting the SHC sites
- * Any expenditures with either DPH funds or revenue generated from billing, must be used to maintain, enhance or expand SHC services.

D. COMPENSATION & THIRD PARTY BILLING REVENUE

A. As compensation for all services rendered pursuant to this Contract, the Board agrees to pay a fee at a rate specified or in accordance with the formula and amount set forth in this Contract. This Contract will remain in effect from July 1st through June 30 of the service year, as stipulated in this Contract, unless terminated sooner in accordance with the terms hereof, whichever comes first.

Compensation will be made upon the submission of an invoice and is contingent on the timely receipt of expenditure reports, invoices and all program and service reports outlined in this Contract.

If incorrect or incomplete expenditure reports and data reports are submitted, the Subcontractor will have ten (10) business days to submit a corrected report. Board and Subcontractor will work collaboratively to resolve the matter.

In the event that data reports have not been submitted by the deadlines stipulated in the Contract, the Board will delay payment or, reduce the amount of the payment, or, in the case of non-compliance with requirements set forth in this Contract, to reduce the amount of payments based on the Subcontractor's non-conformance with reporting requirements.

B. Third Party Billing Revenue

*All subcontractors staffing any SHC must attempt to bill at least Medicaid, and attempt to contract with private insurance companies for all eligible services and maximize reimbursement possibilities.

A goal for the NHPS this year is to explore and secure reliable revenue stream options to ensure equitable support, sustainability and/or expansion of SHC services and support for other evidence based school health initiatives across schools that promote NHPS goals.

1. Medicaid and Private Insurance

*The Subcontractor will bill Medicaid and private insurance for all eligible services in accordance with Subcontractor's policies;

2. *All third-party reimbursements must be used to support and/or expand the SHC/Dental program operations. Reports will be provided to the Board, upon request and through trimester reports, about how all revenue from billing reimbursements is supporting and/or expanding the SHC Program;

4. If billing is not being maximized currently in accordance with Subcontractor billing policies and procedures, the Subcontractor must develop a plan with the SHC Director by September 15th, 2019 about how billing will be maximized, with a timeline;

5. *The Subcontractor will submit a billing revenue expenditure report for all SHC services using the NHPS template provided with the Financial Reports/invoices following the same trimester schedule;

6. *The SHC Director will evaluate the billing performance each trimester and review at least annually with the Subcontractor to determine billing and license arrangements for the following year that will best support the entire SHC /Dental program;

2. Revenue Generated from SHC Billing/Reimbursement : To ensure compliance with the DPH contract requirement " *The Contractor shall use revenues generated from reimbursement from billed services to maintain, enhance and expand(SHC) services*" in a collaborative and transparent manner, Contractors will:

1. *Work together with NHPS to increase diverse and reliable sources of revenue to maintain, enhance and expand SHC services in an equitable manner as part of our SHC Partner Advisory Committee work;*

2. * *Complete Billing Revenue Expenditure reports on a trimester basis that documents where and the amount of reimbursement revenue from any SHC billing are being spent in any of the acceptable areas listed below;*

3. *Work with NHPS to evaluate cost effectiveness and efficiency of both billing practices and of operating SHCs/Dental Clinics across agencies*

***Acceptable Areas for Reimbursement Revenue**

1. SHC/Dental salaries and benefits

2. SHC/Dental equipment, furniture, supplies

3. Partial program-related administrative services (billing, supervisory)

4. Approved expansion of hours/services at SHC/Dental sites



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

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

6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

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

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

10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Sue Peters, Director of SHCs/Dental clinics
Date: May
Re: Agreement Approval: Alyssa LaFogg
Proposed Meeting Date: June 3rd, 2019

Executive Summary/ Statement:

Approval is requested for an Agreement by and between the New Haven Board of Education and Alyssa LaFogg. As an office manager/CNA for the Lincoln Bassett SHC, Ms. LaFogg is responsible for daily operations of the SHC, including visit data entry, billing data and eligibility confirmation, scheduling patients, taking vital signs and history of complaint for the NP and working with school staff to support and promote utilization of school health services/programs.

Amount of Agreement and the Daily, Hourly or per Session Cost:

\$27,337. Hourly rate: \$18.50

Funding Source & Account #: SHC Grant: 2512-5124-56694

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals: SHCs keep our students healthy, well and in school. Our SHC office managers provide operational, clinical and triage support to the SHC staff and school nurse as well as providing support to school staff and administration related to health promotion. SHCs are a proven evidence based strategy to improve both health and learning of students and youth and prevent absenteeism for health reasons.
2. What **specific need** will this contractor address? The office manager/CAN role supports the daily operations of the SHC and assists with preparing students to be seen by the NP (e.g. taking Height, Weight, Blood Pressure, temperature, etc.) to maximize the time with clinicians and allow them to focus on providing an optimal level of care to students. The OM/CNA manages scheduling of SHC visits and the dental van; enters visit data into our data management program and generates required reports, confirms pre-authorizations for clinicians; takes vital signs of students for the NP, encourages parents to enroll students into the SHC, organizes school-wide health promotion events and supports school efforts to promote health/well-being of students and staff.

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe: This position was posted in September for 2 weeks. Ms. LaFogg was selected by an interview team from a competitive applicant pool for this position.
4. What **specific skill set** does this contractor bring to the project? Ms. LaFogg brings over 5 years of SHC management experience in this position, possesses strong communication skills, and has built strong, trusting relationships with school administration, staff and students which results in high SHC enrollment (96%) and effective collaboration and respect between the SHC and the school staff. She earned a CNA certification last school year, and by using her skills to prepare students for a medical visit, more students can be seen in less time, thereby reducing missed class time.
5. Is this a **new or continuation service**? Continuation
6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?** The evaluation of this position consists of completion and quality of deliverables in agreement, student satisfaction surveys and quarterly staff meetings about performance and priorities. She has exceeded all requirements in her contract and is well respected by the school administration and staff for the work and support she provides to students and staff.
7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? **N/A**
8. Why do you believe this agreement is **fiscally sound**? The cost increased by \$2/hour because Ms. LaFogg now can provide CNA skills in addition to her managerial responsibilities. Positions with similar responsibilities in the District receive between \$17-\$19; example: Other SHC OM/Medical Assistants, and School Health Assistants, which offer benefits. Our position does not include benefits.

**The New Haven Board of Education
AND**

Alyssa LaFogg

FOR DEPARTMENT/PROGRAM:

School Health Centers (SHC)

This agreement entered into on the 10th day of April, 2019, effective the 1st day of July, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Alyssa LaFogg located at 190 Wooster Street #56, New Haven, CT 06511 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$18.50 per hours(s)/day(s) for up to a maximum of 1364 hour(s). The maximum amount the contractor shall be paid under this agreement: Twenty-five thousand two hundred and thirty four dollars (\$25,234.).

In addition to the hourly payment for services, this contract total also includes the following amount to cover FICA/Medicare (7.65%) or \$1,931. and Workers Compensation (.68%) \$172. as required by NHPS for those having contracted employee status. Total Fringe: \$2,103.
Total Contract Amount: **(\$27,337).**

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by **School Health Center Program** of the New Haven Board of Education, **Account Number: 2512 -900 – 5124-56694.**

This agreement shall remain in effect from July 1, 2019 to June 30th 2020.

SCOPE OF SERVICE:

As a contracted SHC Office Manager/Certified Nursing Assistant, Ms. LaFogg will provide data entry and generate required reports, monitor clinic inventory, triage students who come to the SHC, ensure license compliance of the site, and perform CNA duties as requested by the nurse practitioner at Lincoln Bassett SHC during school day hours (Monday-Friday) and beyond, if needed. The OM/CNA will also provide support to school staff and families as needed. Detailed scope of services are attached in Exhibit A.

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education **prior to service start date**. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.



Contractor Signature

4/22/19

Date

Darnell Goldson, President
New Haven Board of Education

Date

Alyssa LaFogg
Contractor Name Printed or Typed

044-88-6561
Federal I.D. or Social Security Number

New Haven Public Schools

EXHIBIT A- Detailed Scope of Services

Office Manager/CNA at Lincoln Bassett SHC

The Contractor will:

- Maintain CT CNA certification for the duration of this agreement.
- Assist NP by taking vital signs of students, as requested.
- Greet and triage all students, staff and families who enter the SHC, schedule appointments as needed, keep the reception area clean, well stocked and supervised while students are in the waiting area.
- Assist providers and school nurse with scheduling of students and addressing needs of students and families.
- Enter data from all visit encounter and permission forms into data management system.
- Assist with generating required reports for program and with billing needs.
- Schedule individual appointments for students, classes, groups and/or other SHC activities/presentations.
- Identify students who are enrolled, not enrolled, and who do not have insurance or other required information on file.
- Assist students, families and staff with questions, forms and other information related to the SHC.
- Submit SHC staff attendance sheets, if applicable.
- Assist NP by taking vital signs of students when requested
- Contact parents and or staff as needed as directed by clinicians or SHC director.
- Follow up or send letters to parents requesting needed information related to releases, enrollment, insurance, and or other items, as directed.
- Provide needed SHC data or information from NHPS, by request.
- Participate in promoting the awareness, enrollment and utilization of your SHC to staff, families and students (e.g. tabling school events/meetings, distributing SHC enrollment forms/materials to staff/families)
- Conduct regular inventory of necessary SHC forms, materials and supplies and order as needed.
- Assist and support SHC clinicians in record keeping, arranging groups, activities and SHC promotion.
- Store medication, stock shelves and exam rooms with medical and lab supplies.
- Participate in school based committees including, but not limited to: SSST, BOOST!, School Wellness Committee and SHC Advisory committees.
- Participate in required NHPS SHC staff meetings and school level meetings.
- Comply with all school-specific policies and procedures.

- Be certified in:
First Aid
Cardiopulmonary Resuscitation
The Heimlich maneuver
- Comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations. Suspected violations must be reported, in writing, to the SHC Director within five (5) days of notification, with a plan for an investigating and correcting the issue jointly (Contractor and the SHC Director);
- Collaborate with the SHC Director in the ongoing development and maintenance of a School Health Center Manual that outlines clinic policies, procedures and protocols, which are maintained on-site and available for inspection by the State personnel and Board;
- Other duties as assigned by SHC Director or clinicians.

Alynn Tabyss 4/25/19



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Sue Peters, Director, School Health Centers/Dental Clinics
Date: 5/15/19
Re: Agreement: Elicia Lupoli
Proposed Meeting Date:

Executive Summary/ Statement:

Approval is requested for an Agreement by and between the New Haven Board of Education and Elicia Lupoli, RDH. Ms. Lupoli will be working with the Director of the Dental Program to manage and provide preventive dental services to students in 3 school dental clinics.

Amount of Agreement and the Daily, Hourly or per Session Cost:

Hourly Rate: \$39.50/hr

Total Amount with FICA/WC: \$59,908

Funding Source & Account #: Medicaid Account: 2534-5408-56694

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals: SHCs keep our students healthy, well and in school. The dental program includes providing oral health education, and preventive dental care to promote good oral health to keep students healthy, in school and ready to learn. Health impacts learning, and this added service to school health centers will help to reduce absenteeism, distraction from pain and promote wellness of the "whole child".
2. What **specific need** will this contractor address?
The licensed RDH provides preventive dental care on site in the school dental clinics, thereby reducing missed class time and/or absenteeism while receiving the care they need. Dental problems are among the five leading health reasons for school absenteeism.
3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe:
The job description for RDH was posted on Indeed listings last July for 10 days. Of the 10 qualified applicants, the health team selected three of most experienced to interview, and held interviews on August 30th. Ms. Lupoli was interviewed a second time with the Dental Director as part of this round. Principals of King Robinson, Brennan-Rogers and Barnard were all sent the top three resumes of the interviewed candidates and were invited to call in or attend the interviews.
4. What **specific skill set** does this contractor bring to the project?
Ms. Lupoli brings more than 15 years experience as an RDH in CT serving children and adults from both urban and suburban areas and has among the highest productivity and excellent recommendations from colleagues and supervisors. In one year, she has built strong relationships with school leadership, staff, students and families in her schools, which has increased enrollment and confidence in the program.

5. Is this a **new or continuation service**? Continuation

6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?**

This was Ms. Lupoli's first year with our program. The evaluation of this position consists of completion and quality of deliverables in agreement, performance reviews by Dental Director and SHC Director, student satisfaction surveys and regular staff meetings about quality improvement and priorities. See attached evaluation.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? N/A

8. Why do you believe this agreement is **fiscally sound**? The median salary for Dental Hygienists with her experience in New Haven is \$75,774 with benefits (salary.com). Our agreement is far below this amount, and does not include benefits. We consider this fiscally sound, especially given that she will serve 3 schools with over 1500 students.

AGREEMENT
By and Between
The New Haven Board of Education
AND

Elicia Lupoli

FOR DEPARTMENT/PROGRAM:

NHPS School Dental Program: Registered Dental Hygienist (RDH)

This agreement entered into on the 18th day of April, 2019, effective the 1st day of July, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Elicia Lupoli, located at 8 Jefferson Street, Seymour, CT 06483 (herein referred to as the “Contractor”).

SCOPE OF SERVICE: *All billable services/ expenses must be included in the scope of service.*

As RDH for the school dental program, Ms. Lupoli will be working with the Director of School Health Centers to oversee the operations, protocols, and compliance of three licensed school dental clinics. She will be providing enrolled students with preventive dental services (cleanings, screens, fluoride treatment, sealants and x-rays) and school-wide dental screens at these dental clinics: Brennan-Rogers, Barnard and King Robinson. Additional responsibilities include enrolling families, providing individual/class oral health education, making referrals, setting up clinic spaces, meeting licensure requirements, data entry of services for billing, charting and reporting, and building relationships with community dental providers, school staff, students and families to ensure this program is well implemented and sustainable.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$39.50 per hours(s) for up to a maximum of 1400 hour(s).

The maximum amount the contractor shall be paid under this agreement:
Fifty five thousand and three hundred dollars (**\$55,300**).

As a contracted employee, the following payments will also be included in this contract: FICA/Medicaid (7.65%)= \$4,231.

Workers Compensation (.68%)= \$377.

The total amount of this contract shall not exceed: Fifty nine thousand nine hundred and eight dollars (\$59,908).

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by the Medicaid Account Number: 2534-5408-56694.

This agreement shall remain in effect from July 1st, 2019, to June 30th, 2020.

Exhibit A: Scope of Service: *Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.*

Exhibit B: Student Data and Privacy Agreement: *Attached*

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period. The Contractor may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Board by certified U.S. mail, return receipt requested; provided however, that the contractor shall be responsible to the Board for all services required by the Contract through the last thirty (30) day notice period.

Elicia Lupoli

Contractor Signature

5/8/19

Date

Elicia Lupoli

Contractor Name Printed or Typed

044-68-0701

Federal I.D. or Social Security Number

Darnell Goldson, President
New Haven Board of Education

Date

EXHIBIT A

New Haven Public Schools

School Dental Program: Smile New Haven!

Scope of Service: Registered Dental Hygienist Position

2019-2020

The Dental Hygienist will:

- Maintain current professional CT license/s required for this position during the period of this agreement;
- Perform the following clinical services: Dental cleanings, screenings, fluoride treatments, sealants, retention checks, emergency assessment, and x-rays;
- Prepare and maintain your clinic equipment and supplies per protocols in the Policy & Procedure manual and document completion of tasks in daily maintenance logs;
- Prepare and implement school-wide screenings at least once a year in your assigned schools;
- When appropriate, initiate referrals of students to their dentists, or other care providers;
- Work collaboratively as a team with program and school staff, and school nurses to assess and address dental needs and support needed by enrolled students;
- Adhere to all requirements for reporting, data collection, advisory committee and other activities as directed by the Dental Program Director;
- Complete required program and service documentation, including encounter forms, daily sheets, spreadsheets and enter clinical notes in an electronic EMR thoroughly and in a timely manner;
- Provide each patient with individual oral health counseling, and provide classroom oral health education, in collaboration with program staff, to all classes in your assigned schools;
- Maintain established policies and procedures, objectives, reports, safety, environmental and infection control standards as outlined in your site's policy & procedure manual;
- Identify need for preventive or targeted groups and lead at least 2 groups per year;
- Participate in promoting the awareness, enrollment and utilization of dental services among students, staff and families;
- Participate in all required staff meetings and school level meetings;
- Maintain inventory of necessary dental supplies, equipment and materials;
- Attend parent orientation, report card nights, and other school events to promote enrollment in the dental program;
- The Contractor agrees, at the Contractor's expense, to hold professional liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. In addition, and subject to the same terms and conditions, each procedure for obtaining such access as set forth in 42 CFRv420.304 shall be followed;
- Document clinical notes for every visit into patient record system (e.g. Electronic Medical Records), and enter necessary information in HealthX and spreadsheets if applicable;
- Consult with the lead RDH or Dental Director for any clinical issues;
- Complete daily data entry of all required student information, including all visit encounter forms and data needed for reports, billing, or as requested by the SHC Director into the NHPS data management system: Health X;
- Export dental visit data from agency EMRs per required reporting per Supervisor;
- All Clinical staff must be certified in:
 - a. Cardiopulmonary
- The Contractor will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations. Suspected violations must be reported, in writing, to the SHC Director within five (5) days of notification,

- with a plan for an investigating and correcting the issue jointly (Contractor and the SHC Director);
- The Contractor will collaborate with the SHC Director in the ongoing development and maintenance of a **Dental Policy & Procedure Manual** that outlines clinic policies, procedures and protocols, which are maintained on-site and available for inspection by the State personnel and Board;
- Any other duties assigned by the Program Director
- The contractor will provide the Program Director with the following documentation upon hire and submit current documentation if any items expire:
 - a. CPR certification
 - b. RDH License for CT
 - c. PPD test results (annually)
 - d. Evidence of Hepatitis B series (or signed waiver)
 - e. Evidence of annual flu shot (optional but strongly recommended)
 - f. Copy of liability insurance
- Ensure all dental sites under your responsibility are properly “closed” per protocols after use at the end of every day, before school breaks and before last day departure from this position.
- Must participate in a final “walk through” inspection of your sites with the Supervisor before last day of this contract or if leaving this position prior to the last day of your contract.
- Any additional assigned tasks by Supervisor.



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

New Haven Public Schools Dental Clinics
DENTAL STAFF
Staff Evaluation
2018-2019

Staff name: **Elicia Lupoli**

Date: April 22, 2019

Role: Registered Dental Hygienist for NHPS School Dental Clinics

Evaluation Criteria:

1. Fulfilled all contract obligations satisfactorily:
X YES NO (explain):

Strengths Ms. Lupoli always shows a can-do, positive attitude toward every task, accomplishes all required work on time and often arrives early or stays late to finish any outstanding requests. In a short time, she has built strong relationships with school staff, SHC staff, parents and students which has translated to increased enrollments at her sites this year, while delivering excellent dental care to our students.

2. **Areas needing improvement:** None noted regarding performance. Ms. Lupoli is extremely dedicated to leaning the requirements for operating her sites, managing data, and to providing excellent care to our students, that she places a lot of pressure upon herself. She's doing such a terrific job, goes above and beyond in every way possible in her first year with us, and we are lucky to have her!

3. Productivity: *Visits and revenue*

- Excellent: (exceeded expectations) X
- Good: (met expectations) _____
- Fair (below expectations) _____
- Poor (unsustainable productivity) _____

4. Feedback from any staff about performance (verbal/written) *We have received both verbal and written feedback from school staff and parents stating how professional and helpful Ms. Lupoli is with meeting the dental needs of students and following up with parents regarding needed care. School and SHC staff enjoy working with her and comment about her passion and dedication to helping our students and families.*

Program Director Summary:

Ms. Lupoli met or exceeded all contractual obligations during her first year with the NHPS dental program. Given the learning curve required to operate efficiently in the school dental clinics, Ms. Lupoli exhibited great dedication and effort to learning the role quickly and within just a few months, was at full capacity seeing students at two sites and building enrollment at our newest site, and even conducted school-wide screens at 2 schools! We are fortunate to have such a dedicated Dental Hygienist serving as the "face" of the NHPS dental program in her schools. Her positive energy and attitude and competence promotes collaboration and inspires others to strive for excellence and to serve our students with compassion, quality care and support.

Elicia Lupoli

Comments: Thank you for this opportunity to continue to serve NHPS? making an impact on the dental health of the students I look forward to expanding & increasing collaboration next year. This first year has been a wonderful experience.

Elicia Lupoli: Signature: Elicia Lupoli Date: 5/8/19
NHPS Dental Program Director: [Signature] Date: 5/8/19

Elicia Lupoli, RDH, BSDH

The experiences I have acquired from networking within many areas of Dentistry has reignited my greatest strengths and desires in this industry, which include patient care, advocacy and education. I currently seek a dental hygiene home where I can grow and develop relations with patients and coworkers, contributing to a successful, productive goal-oriented team.

Experience and Skills

- Exceptionally-skilled at maintenance, treatment, and education of periodontal disease, including non/modifiable risk factors
- Initial training with Zila's (Pro-Dentec) Soft Tissue Management Program, including the Rotadent®
- Experienced in dental implant maintenance, treatment planning/coordinating
- Unique ability to communicate, educate, and influence patients toward optimal oral health
- Coordinated and maintained successful social media marketing platforms for dental offices
- Educated on salivary diagnostics, ph testing and bacterial testing
- Created an effective in-office CAMBRA program
- Practiced with Opalescence Boost, Phillips Zoom, and invisalign
- Organized and skilled using Microsoft Office, Mac utilities and QuickBooks
- Published author, editor and proofreader
- Dental Codeologist™
- Licensed in local anesthesia and monitoring N2O2
- Working knowledge of Dentrax/Ascend, Eaglesoft, Softdent, Dexis, Gendex and Schick
- Skilled with the Diagnodent, CariVu, VELscope, Vizilite, Oral ID
- Implementation of cloud based EHRs and smart technology, including the MouthWatch™ for TeleDentistry
- Use of Revenue Well, Weave, Clickdesk and Dental eShare
- Certified course facilitator for Cultural Competency
- Participated in multiple courses on sales, transitions and valuations, along with DSO recruitment
- Worked in Prosthodontics, Periodontics and Pediatrics, along with a large diversity of public health clients
- Multiple volunteer commitments within Dentistry
- Trained in Medical Emergencies, OSHA and HIPAA

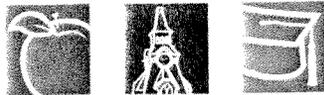
Work History

Goodwin College (East Hartford, CT) – Adjunct Clinical Dental Hygiene Instructor	Present
Big Smiles Pediatric Dentistry (Milford, CT) – Practice Manager	2016 - 2017
Caroline Shenker, DMD (Fairfield, CT) – Dental Hygienist & Social Media Marketer	2014 - 2016
Stephen Kowalczyk, DDS (Danbury, CT) – Dental Hygienist	2008 - 2014
J. Nicholas Anderson, DDS (Derby, CT) – Dental Hygienist	2003 - 2008

Education

Fones School of Dental Hygiene (Bridgeport, CT) – Bachelor of Science, Dental Hygiene	2014
Fones School of Dental Hygiene (Bridgeport, CT) – Associates of Science, Dental Hygiene	2002
Gateway Technical Community College (New Haven, CT) – Dental Hygiene Pre-Requisites	1999
Sandhills Community College (Pinehurst, NC) – General Education	1998

AADOM AAOSH ADEA ADHA CDHA COHI CTCHIP CTMOM NDPBRN OSAP
Affiliations



NEW HAVEN PUBLIC SCHOOLS

To: NHPS Operations and Finance Committee
From: Typhanie Jackson
Re: Institute of Professional Practice
Meeting Date: Tuesday, May 21, 2019

Executive Summary:

This is an agreement between New Haven Public Schools and Institute of Professional Practice (IPP) for Behavioral Services to include programming for the Autism Program for the summer July 1, 2019 – July 31, 2019.

Amount of Agreement and Daily, Hourly, or Per Session Cost:

The contractor will be paid a flat fee of \$40,000 for services provided to students in the summer.

Funding Source:

The funding source will be IDEA Handicapped Special Funds Account, #2504-5034-56903.

Key Questions:

1. Please describe how this service is **strategically aligned** with school or District goals.

This agreement is strategically aligned with the district's and department goals of addressing the social, emotional and behavioral needs of students by providing intensive behavior supports, and training for staff.

2. What **specific need** will this contractor address?

The specific need this contract is to address the department's goal of providing high quality services for students with disabilities.

3. **Contractor selection:** quotes, RFP, or Sole Source?

4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the contractor's resume).

5. Is this a **new or continuation service**? **If a continuation service:** a) has cost increased? If yes, by how much? b) What would an alternative contractor cost?
Continuation of services.

6. **Evidence of Effectiveness:** How will the contractor's performance be evaluated? **If a continuation service,** attach a copy of previous evaluations or archival data demonstrating effectiveness:
The effectiveness of the contractor will be conducted on a regular basis via parent/staff feedback, written reports, and implementation of Individualized Education Plans.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?

N/A

8. Why do you believe this agreement is **fiscally sound**?

This agreement is fiscally sound as the rate of this contractor is comparable to that of others providing such service. Other agencies provide similar services at an increased cost for a lower number of professionals to provide direct services to teachers and students. Additionally, by providing this service, the district is able to maintain students in district who may otherwise be placed in an out of district setting at a higher cost to the district.

Scope of services is attached.

AGREEMENT
By And Between
The New Haven Board of Education
AND

Institute of Professional Practice

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 21st day of May, 2019, effective the 1st day of July, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Institute of Professional Practice located at 538 Preston Avenue, Meriden, CT 06450 (herein referred to as the “Contractor”).

SCOPE OF SERVICE:

- ***Consultation services for New Haven Public Schools Intensive Autism Program which include 7 behavioral therapists, 1 BCBA/BCABA Clinician who provide clinical coordination and behavioral services that include implementing individual behavioral plans, district staff training and support, developing instructional and behavior reduction plans, designing and implementing program revisions, participating in program planning as designed by the PPT.***

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$40,000 for a total of 21 school day(s) for summer session. The maximum amount the contractor shall be paid under this agreement: Forty Thousand Dollars (\$40,000).

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

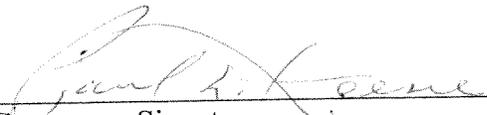
Fiscal support for this Agreement shall be by IDEA Handicapped Special Funds Account, of the New Haven Board of Education, Account Number: 2504-5034-56903 (pending receipt of funds)

This agreement shall remain in effect from July 1st, 2019 to July 31st, 2019.

HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.



Contractor Signature

President
New Haven Board of Education

5/15/19

Date

Date

Paul L. Keene

Contractor Name Printed or Typed

03-0284103

Federal I.D. or Social Security Number

CITY OF NEW HAVEN
PURCHASING DEPARTMENT
QUICK ORDER FORM

Date 05/17/19

ORDER NUMBER _____
Fund-Dept. No. Purchase Number

Department ordering item SPECIAL EDUCATION/STUDENT SERVICES

Department approval signature SPECIAL FUNDS
Attesting to sufficiency of funds as per Sec. 59 of City Charter

Description of item (completed by department):
Behavioral Services to include programming for Autism Program for the summer, July 01, 2019
- July 31, 2019

Suggested Vendors and Price quotation(s)
 Note: List of suggested vendors must be obtained from the Purchasing Department:

<u>VENDOR</u>	<u>AMOUNT</u> Quoted From Vendor	<u>SELECTED VENDOR</u> Please Check
1) <u>Institute of Professional Practice</u>	<u>\$40,000</u>	<input checked="" type="checkbox"/>
2) <u>Connecticut Behavioral Health</u>	<u>\$65,000</u>	<input type="checkbox"/>
3) <u>Beacon Services of CT</u>	<u>\$75,000</u>	<input type="checkbox"/>

Other vendor selected by department (if any):

1) _____

Reason for choice:

CHEAPEST PRICE

Note: if a vendor other than those suggested by Purchasing is selected, prior approval must be received by the Purchasing Department.

Purchasing Approval _____
 Signature of authorized Purchasing personnel indicates approval



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee
From: Joseph Barbarotta, Executive Director – Facilities Dept.
Re: F&O Agenda Item Request/Approval
Renewal of Agreement for Energy Monitoring Services
Meeting Date: June 3, 2019
cc: Robyn Odei-Nitiri

Executive Summary:

Approval is requested to Renew Agreement between the New Haven Board of Education and Artis Energy Intelligence, LLC, 362 Industrial Park Road, Suite 7, Middletown, CT 06457) to provide Energy Monitoring Services to various New Haven Public Schools for the period of July 1, 2019 to June 30, 2020, in an amount not to exceed \$94,860.

Funding Source: 2019-2020 Capital Projects

Key Questions:

- 1. Please describe how this service is strategically aligned with school or District goals:**
This service provides real time electrical usage monitoring information at each school at 5-minute intervals, which is necessary for the district to be able to control electrical usage, and it is also a prerequisite for eligibility for energy company rebate programs.
- 2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?**
The effectiveness of this contractor is evidenced via the tracking reports reviewed at the weekly COO's Facilities Department Meeting. The contractor is evaluated on a daily basis as energy usage is monitored daily. The district did not experience any interruption of this service last year. We found the information vital to our ability to control and actually reduce our overall electrical usage throughout the year.
- 3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**
This contract is fiscally sound as we only pay for the points we have chosen to monitor that are relative to our need to receive information needed to substantiate our actual usage. We cannot control price of electricity but we can control usage and that is fiscally sound management. The contractor was originally selected through the RFP process and although there may be other companies that can now provide a similar service the fact that we already have the proprietary infrastructure in place district wide and they have performed admirably for a number of years we believe it behooves us to continue our contracted agreement. For this reason, the City has designated Artis as Sole Source. The cost has remained flat and the contract cannot exceed the use of 93 total points, which is less than what we have last year due to the closing of two schools.

Draft of the new agreement is attached and will be finalized upon approval.

**AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND ARTIS ENERGY INTELLIGENCE, LLC
FOR PROFESSIONAL SERVICES
REGARDING ENERGY MONITORING**

PART I

This Agreement, consisting of Parts I and II, entered into on this day of , 2019, effective as of July 1, 2019, by and between the City of New Haven Board of Education, with offices at 54 Meadow Street, New Haven, CT 06519 (hereinafter referred to as the "BOE"), and Artis Energy Intelligence, LLC, with offices at 362 Industrial Park Road, Ste. 7, Middletown, Connecticut 06457 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it requires energy load monitoring and management services for the New Haven Board of Education; and

WHEREAS, the City of New Haven Purchasing Agent has designated the Contractor as a "Sole Source"; and

WHEREAS, the Contractor has agreed to perform the services for the terms and conditions set forth herein, and

WHEREAS, funds for this Agreement are available from Account Number ~~C18-4893-58104~~, pursuant Purchase Order Number 90290004- FY 2020.

NOW THEREFORE, the parties hereby agree as follows:

SECTION 1: ENGAGEMENT

101. The BOE hereby engages the Contractor, and the Contractor hereby agrees to perform the Services in accordance with the terms and conditions, and for the consideration set forth herein.

102. The person in charge of administering the Services on behalf of the BOE shall be Michael J. Pinto, Chief Operating Officer or such other person or persons as shall be designated in writing by the BOE.

103. The person who is responsible for the performance of the Services by the Contractor shall be Gordon Travers, Chief Executive Officer, or such other qualified person(s) as shall be designated in writing by the Contractor and accepted by the BOE.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement without the prior written approval of the BOE.

SECTION 2: SCOPE OF SERVICES.

201. The Contractor shall provide the energy monitoring services for the benefit of the New Haven Board of Education in accordance with Schedule A, which is attached hereto and made a part hereof as though fully set forth herein.

202. In performing the Services required under this Agreement, the Contractor shall consult with the Board of Education's School Facilities Department, and shall meet, as appropriate with other BOE employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

203. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the BOE for review and approval. Said drawings, reports, and documents shall be the property of the BOE. The BOE shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event that the BOE disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review such submission, the Contractor shall revise such disapproved work or provide such material, as the case may be, at its own cost and expense and submit the revised work or the material for review and approval.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The BOE will provide the Contractor with all documents, data and other materials in its possession appropriate to the Services, and will endeavor to secure materials or information from other sources requested by the Contractor in connection therewith.

302. The Contractor may only use information supplied under Section 301 in conjunction with the activities enumerated in Section 2 of this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform the Services at such time, at such locations, and in such sequence as may be directed by the BOE.

402. This Agreement shall remain in effect until the Services required hereunder are completed to the satisfaction of the BOE, unless otherwise terminated by the parties hereto, but in any event shall terminate no later than June 30, 2020.

403. The BOE reserves the right to terminate this Agreement for any reason upon ninety (90) days' prior written notice to the Contractor. The Contractor shall be paid for the Services which shall have been satisfactory rendered up to the termination date upon submission to the BOE of all written memorandums, reports, or other incomplete documents reasonably required by the BOE, and such other materials, as will reasonably necessary to facilitate the transfer of this Agreement to a new contractor.

SECTION 5: COMPENSATION

501. The BOE shall compensate the Contractor for the Contractor's satisfactory performance of the Services required under Section 2 of this Agreement, a maximum amount not exceed Ninety Four Thousand Eight Hundred Sixty Dollars with No Cents (\$94,860.00) payable in monthly installments of Seven Thousand Nine Hundred Five Dollars with No Cents (\$7,905.00).

502. Notwithstanding the foregoing, upon any termination of this Agreement by BOE pursuant to Section 403, a charge of Twelve Thousand dollars and Zero cents (\$12,000.00) shall be payable by the BOE to the Contractor to account for the costs associated with the removal of the Contractor's monitoring equipment, funds for which are currently identified as coming from Account No. ~~3C18-1893-58104~~. As an alternative, in connection with any such termination of this Agreement, the BOE may elect to have all such monitoring equipment "abandoned in place and disconnected from the cloud server" at no charge to the BOE. In such event, all such equipment shall thereupon become the sole and exclusive property of BOE, and the Contractor shall have no further obligations or responsibilities in respect thereof.

503. Notwithstanding any provision to the contrary in Schedule A, compensation provided under this Section 5 shall constitute full and complete payment for all costs assumed by the Contractor in performing the Services, including, but not limited to, salaries, consultations, presentations, travel expenses, postage, telephone, clerical expenses, and all other similar expenses. No direct costs shall be payable by the BOE to the Contractor, other than as provided in Section 501.

504. Notwithstanding any provision to the contrary in Schedule A, payments to the contractor under this Agreement shall be made by the BOE on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once per month. Each requisition shall be in a form acceptable to the BOE and shall set forth the Services performed and covered thereby, the percentage of completion of the work, and the compensation due the Contractor based upon the fee amount set forth in Section 501. The BOE may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs as the BOE deems necessary.

505. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the Board is that of an independent contractor.

SECTION 6: INSURANCE AND INDEMNIFICATION

601. The Contractor shall indemnify, defend, and save harmless the BOE and its officers, agents, servants, and employees from and against any and all actions, claims, lawsuits, damages, losses, judgments, liens and expenses, including, but not limited to, reasonable attorney's fees, arising out of or in any way related to the Contractor's negligence and/or errors and omissions in the Contractor's performance of the Services.

602. See attached Rider, which provisions, by this reference, are part of this Agreement as if fully incorporated herein.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II or of Schedule A conflict with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising there from, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

703. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the BOE.

704. The BOE and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

705. Except as provided in this Section 705, this Agreement incorporates all of the understandings of the parties hereto as to the matters contained herein, and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matter.

706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if such remaining provisions would then continue to conform to the requirements of applicable laws and enable the purpose of this Agreement to be fulfilled.

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

708. The BOE may, from time to time; request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the BOE and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.

709. References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular and plural and vice versa.

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

Contractor: Gordon Travers, CEO
 Artis Energy Intelligence, LLC.
 362 Industrial Park Rd., Suite 7
 Middletown, CT 06457

BOE: Michael J. Pinto
 Chief Operating Officer
 New Haven Board of Education
 54 Meadow Street
 New Haven, CT 06519

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESSES:

NEW HAVEN BOARD OF EDUCATION

By _____
Darnell Goldson
Board President

WITNESSES:

ARTIS ENERGY INTELLIGENCE, LLC

By _____
Gordon Travers
Chief Executive Officer
Duly Authorized

SCHEDULE A

**SCOPE OF WORK
2019-2020**

Description of Work

Artis Energy Intelligence, LLC ("ARTIS") will perform the following:

ARTIS will maintain, to the point of network internet connection, all installed 9000 series data collection devices and all ARTIS installed watt-hour transducers, current transformers and related equipment required to accurately monitor all designated and approved monitoring points at all sites listed in the attached Schedule B. ARTIS does not warrant, cover, service, or otherwise maintain any BOE network equipment, nor does it warrant, cover, service, or otherwise maintain any utility supplied and installed pulse generation equipment.

ARTIS retains ownership of all installed 9000 series devices.

ARTIS shall not provide budgeting and forecasting services, unless such services are requested by the BOE and the BOE agrees to pay for such services according to ARTIS's current time and material charges as in effect from time to time.

ARTIS will advise the BOE upon its request at no additional charge should the BOE determine to participate as an Enrolling Participant in any ISO New England demand response program.

ARTIS's total charge of Ninety-Four Thousand Eight Hundred Sixty Dollars (\$94,860.00) (monthly charge of Seven Thousand Nine Hundred Five Dollars (\$7,905) is based upon a maximum of ninety-three (93) monitoring points at \$85 each. Additional charges will apply for additional monitoring points requested by the BOE.

ARTIS will also provide two (2) licenses for access to its new, advanced Dynamic Energy Monitoring ("OEMS") portal at no additional cost to the BOE. Access thereto will be made available to Go To Services and Gilbane Construction. Access to the OEMS portal includes on-site training and phone support. Traditional RTIS ® interface access is included in the standard monthly monitoring fee. Access portals and licensing for OEMS is available for additional personnel at an additional cost.

Additional Services

If applicable, and subject to Section 708 of Agreement, additional services will be provided through a written process with a proposed price and scope, followed by acceptance and written authorization by ARTIS. The following hourly rates will be used by ARTIS for said additional services for time and material jobs, small repairs or emergency situations:

Hourly rate for Field Services:	\$150.00 per hour
Hourly rate for Field Service Assistant:	\$108.00 per hour
Hourly rate for Software Programmer:	\$200.00 per hour
Hourly rate for Project Manager:	\$150 .00 per hour
Hourly rate for Project Engineer:	\$94.00 per hour
Hourly rate for Data Extraction and Inputting Personnel:	\$61.00 per hour
Additional ID Creation and Setup:	\$28.00 each

SCHEDULE A-1: NEW HAVEN PUBLIC SCHOOLS MONITORING POINTS

SCHOOL NAME	LOCATION	MONITORING POINTS
Adult and Continuing Education	580 Ella Grasso Blvd., 06519	1
Barnard Magnet School	170 Derby Ave, 06511	2
Beecher Magnet School	100 Jewell St., 06511	1
Betsy Ross Arts Magnet School	150 Kimberly Ave., 06519	1
Bishop Woods Executive Academy	1481 Quinnipiac Ave., 06513	1
Brennan/Rogers Magnet School (K. Brennan)	200 Wilmot Road, 06515	1
Brennan/Rogers Magnet School (C. Rogers)	199 Wilmot Rd., 06515	1
Celentano Magnet School	400 Canner St., 06511	1
Central Kitchen	75 Barnes Ave.	1
Central Utility Plant (Main Meter)		5
• Clemente School - Sub Meter - SM1 (via C.U.P.)	360 Columbus Ave., 06519	
• Hill Central School - Sub Meter - SM2 (via C.U.P.)	140 DeWitt St., 06519	
Clinton Avenue School	293 Clinton Ave., 06513	1
Columbus Family Academy	255 Blatchley Ave., 06513	1
Conte West Hills Magnet School & 21 Wooster Place	511 Chapel Street, 06511	1
Coop Arts & Humanities High School	177 College St., 06511	1
Davis Street Magnet School (Main Meter)	35 Davis Street, 06515	11
East Rock Magnet School (PreK-8)	133 Nash St., 06511	1
Edgewood Magnet School (K-8)	737 Edgewood Ave., 06515	1
ESUMS (device 1)	500 Boston Post Rd., WH	16
Fair Haven School (PreK-8)	164 Grand Ave., 06513	1
Floyd Little Athletic Center (Field House)		1
High School in the Community (#1 Main)	175 Water Street, 06511	3
Hill Regional Career High School	140 Legion Ave., 06519	1
James Hillhouse High School	480 Sherman Parkway, 06511	1
Jepson Magnet School	15 Lexington Ave., 06513	1
John C. Daniels Magnet School	569 Congress Ave., 06519	1
John S. Martinez Magnet School	100 James St., 06513	1
King/Robinson Magnet School	150 Fournier St., 06511	1
Lincoln-Bassett School	130 Bassett St., 06511	1
Mauro/Sheridan Magnet School	191 Fountain St., 06515	1
Metropolitan Business Academy	115 Water St., 06511	1
Nathan Hale School	480 Townsend Ave., 06512	1
New Haven Academy	444 Orange St., 06511	11
New Horizons School for Higher Achievement	103 Hallock Ave., 06519	1
Quinnipiac Magnet School	460 Lexington Ave., 06513	1
Reginald Mayo Early Childhood Learning Center	185 Goffe St., 06511	9
Ross/Woodward Magnet School	185 Barnes Ave., 06513	1
Sound School Acquaculture School	60 South Water Street, 06519	1
Strong Magnet School (old Vincent Mauro)	130 Orchard St., 06519	1
Troup School	259 Edgewood Ave., 06511	1
Truman School	114 Truman St., 06519	1
Worthington Hooker School (3-8)	691 Whitney Ave., 06511	1
Worthington Hooker School (K-2)	180 Canner St., 06511	1
Wilbur Cross High School	181 Mitchell Drive, 06511	1
	Total Monitoring Points	93

**RIDER A - Agreement for Professional and/or Technical Services,
Commodities and Construction under \$100,000 (non-Architect)**

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City of New Haven, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

INSURANCE

A. Contractor shall purchase from and maintain in a company or companies with an A- or greater A.M. Best & Co. rating, acceptable to City and lawfully authorized to do business in Connecticut, such insurance, including Commercial General, Automobile, Workers' Compensation, and such other forms of liability insurance as will protect the City and Contractor from claims which may arise out of or result from Contractor's operations under this Agreement and for which Contractor may be legally liable, whether such operations be by the Contractor, a subcontractor or a sub-tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

B. The following Commercial General Liability coverage is particularly required:

- (1) Commercial General Liability with a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.
- (2) Products/Completed Operations Limit of not less than Two Million Dollars (\$2,000,000) per occurrence, with coverage maintained for two (2) years after final acceptance of the project.
- (3) Personal & Advertising Liability Limit of not less than One Million Dollars (\$1,000,000)
- (4) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000)
- (5) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000)

C. The Contractor shall carry Business Automobile Liability insurance covering the use of all owned, non-owned and/or hired vehicles with a combined Bodily Injury and Property Damage Limit not less than the following:

- | | |
|------------------|---|
| 1. Bodily Injury | One Million Dollars (\$1,000,000) Each Person |
|------------------|---|

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

One Million Dollars (\$1,000,000) Each
Accident

2. Property Damage One Million Dollars (\$1,000,000) Each
Accident

D. The Contractors must carry Workers' Compensation insurance as follows:

Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction for the work performed at the project.

Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

Extensions of Coverage

Other States Endorsement

Voluntary Compensation (included if exposure exists)

United States Longshoreman's & Harbor Worker's Act (included if exposure exists)

Jones Act (included if exposure exists)

Amendment of the Notice of Occurrence

Thirty (30) day written notice of cancellation, non-renewal

E. The Contractor shall carry Professional Liability or Errors & Omissions Insurance with respect to any damage caused by an error, omission or any negligent act of the Contractor with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00) per claim for any wrongful act to cover work performed under this contract/One Million Dollars and No Cents (\$1,000,000) aggregate.

F. The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the project for a duration of twenty four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

“claims-made” liability coverage for twenty four (24) months following the project completion. Continuous claims-made coverage will be acceptable in lieu of “tail” coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.

G. Coverage for Contractors must include the following endorsements: 1) Blanket Contractual Liability for liability assumed under this Agreement and all other agreements relative to the project; 2) Severability of Interests; and 3) Coverage is to be endorsed to reflect the insurance provided is to be primary for the City, and all other indemnities named in this Contract.

H. For all policies required hereunder the Contractor, Subcontractors and Sub-tier Contractors each (i) except for professional liability and/or errors and omissions coverage, hereby waive subrogation against the City, City’s Agent and any and all other indemnitees pursuant to the contract documents and (ii) shall name the City of New Haven as Certificate Holder and, except for Worker’s Compensation and professional liability and/or errors and omissions policies, an Additional Insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days’ notice) of any such insurance coverage and such notice shall be directed to the City of New Haven in accordance with the notice provisions of the Agreement. The Contractor shall furnish the City with the insurance policy (ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations in this Rider, including, but not limited to, requirements for (1) waiver of subrogation, (2) additional insured (with the exception of Workers’ Compensation coverage), (3) notice of cancellation; and, (4) Certificate Holder information. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance coverage required herein is to remain in force after final payment, an additional Certificate evidencing continuation of such coverage shall be submitted.

I. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

J. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.



Memorandum

To: Finance and Operations Committee

From: Kevin Moriarty, IT Manager

Re: F&O Agenda Item Request/Approval for Agreement for Network Server Maintenance & Support Solution

Meeting Date: June 3, 2019

Executive Summary:

Approval is requested for an agreement between the New Haven Board of Education and Advanced Office Systems (AOS), 296 East Main Street, Branford, CT to provide Server Maintenance and Support Services to New Haven Public Schools. AOS is the incumbent and sole bidder for RFP# 2020-04-1279. The

Effective Dates: July 1, 2019 to June 30, 2020 with four (4) one-year options to renew.

Amount of Agreement and Daily, Hourly, or Per Session Cost:

Total Cost of Project is **\$266,240**.

Funding Source: 2019-2020 Operating Budget – Data Processing
Account #: 190-47200-56694

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:

In moving forward with more demand on electronic file transfers and storage, maintenance and support for the servers that make this possible is needed. This service insures Critical IT Services can continue and reliably server the NHPS Community.

2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?

AOS has been providing these services for NHPS for the past 14 years. The IT Department has been very pleased with their performance and flexibility of technicians' availability. AOS has been very responsive with providing alternate solutions under special situations.

3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.

AOS is the sole bidder for RFP# 2020-04-1279 and is also the incumbent provider. AOS has submitted their proposal with a reduction of \$4,160 from last year. Betsy Girgenti (our account rep) has been very accommodating with our needs over the years.

Draft of Agreement is attached and will be finalized upon approval.

**AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
ADVANCED OFFICE SYSTEMS, INC.
FOR
NETWORK SERVER MAINTENANCE & SUPPORT**

PART I

This Agreement, consisting of Parts I and II, Exhibit A and Rider A, entered into this _____ day of _____, 2019, effective the 1st day of July 2019, by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and Advanced Office Systems Inc., with offices at 296 East Main Street, Branford, Connecticut 06405 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has heretofore determined that it required the services of a professional computer consultant to provide on site network server maintenance and support, and

WHEREAS, the Contractor submitted its qualifications and pricing through RFP# 2020-04-1279 (the "RFP"); and

WHEREAS the Board selected the Contractor and the Contractor agreed to perform the services for the terms and conditions set forth in the RFP; and

WHEREAS, the Board in accordance with the RFP, has reserved the sole and exclusive right to renew this agreement for up to four (4) additional one-year terms; and

WHEREAS funds for the total cost are available in account number 190-47200-56694 pursuant to Purchase Order 94390492-00 FY 2020.

NOW, THEREFORE, the Board and the Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be Kevin Moriarty, or such other person as he shall designate in writing.

103. The person responsible for the services to be performed by the contractor shall be Richard Sgueglia, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement, absent written approval by the Board.

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the Board; Provided, However, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor.

202. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the Board for review and approval. The Board shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event the Board disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.

203. In performing the services required under this Agreement, the Contractor shall consult with William Clark and shall meet, as appropriate, with other Board employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

204. The services to be performed by the Contractor shall consist of onsite network server maintenance and support, as more fully described in the Scope of Services attached hereto as Exhibit A, which is incorporated herein and made a part of this Agreement.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform the services set forth in Section 2 of this Agreement at such times and in such sequence as may be directed by the Board.

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2020. If the Board remains satisfied with the performance of the Contractor it may, in its sole and exclusive discretion, renew this Agreement four (4) additional, one-year terms in accordance with the provisions of the RFP.

403. Notwithstanding any other provision in this Agreement, the Board reserves the right to terminate this Agreement for any reason upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for satisfactory services rendered up to the termination date upon submission to the Board of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement at the hourly rates set forth in Exhibit A. Maximum compensation under this Agreement shall not exceed Two Hundred Sixty-Six Thousand Two Hundred Forty Dollars and Zero Cents (\$266,240.00).

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Section 501.

503. Payments to the Contractor under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once a month. Each requisition shall be in a form acceptable to the Board and shall set forth the services performed, the percentage of completion of the work, and the compensation due the Contractor based upon the fee amount set forth in Section 501. The Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs as the Board deems necessary.

504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the Board is that of an independent contractor.

SECTION 6: INSURANCE

601. Contractor shall defend, indemnify and hold harmless the Board, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are

caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

602. See attached Rider, which provisions by this reference are part of this Agreement as if fully incorporated herein.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

703. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

704. The Board and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

705. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

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

708. The Board may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.

709. References herein in the masculine gender shall also be construed to apply to the feminine gender.

710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the Board or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed at the addresses set forth on page one.

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

NEW HAVEN BOARD OF EDUCATION

By:

Darnell Goldson, President

WITNESS:

ADVANCED OFFICE SYSTEMS INC.

By:

**Richard Sgueglia
Duly Authorized**

Project Overview

Advanced Office Systems, Inc (AOS) acknowledges the New Haven Public Schools (NHPS) district's needs to obtain Network Server Maintenance & Support Solution.

AOS understands and acknowledges this contract is for One (1) Budget Year: July 1, 2019 to June 30, 2020, with the option to renew for up to 4 times.

Infrastructure Support Requirements

AOS understands it is to provide pricing per hour and per consultant resource, for an OnSite 40-hour position, which is classified as Consultant Network Administrator, for up to three (3) Positions.

AOS understands the Consultant Network Administrator position will have the following responsibilities:

- Provide hardware support for Intel based servers (HP and Dell), including the installation of expansion cards, memory and general repair.
- Provide OS support for Microsoft Servers (2003, 2008, 2012R2 & 2016)
- Application of security patches on Microsoft Servers
- Move servers to new locations during school and office moves
- Provide support for server based applications
- Provide support for Linux based servers, as needed
- Provide support for Server Virtualization systems, in place under Microsoft Virtual Server
- Provide support for the following server types: File Storage, Application/SQL, Web, Security, Microsoft AD, and VPN
- Design and execute server based solutions for any district needs at directed by NHPS IT Management
- Provide Support for analog and wireless phone systems
- Provide basic network router and switch related support
- Provide basic project management for any PC, server, network or VOIP related projects assigned by NHPS IT Management, as required.
- Log all work related activities using the NHPS Help Desk System
- Provide Server support and basic repair training for site based technology support personnel, as required.

AOS understands and acknowledges the following:

- NHPS IT Management must be involved in any personnel changes on the account, including removing or adding personnel to the account, based upon the agreed bill rates submitted in this RFP response

- AOS understands that NHPS IT has 3 consultants that are in the Network Administrator Contractor positions currently
 - ❖ AOS would retain current consultants as part of the proposed solution
- Onsite Vendor Management is not required, NHPS IT Management will supervise the outsourced team
- NHPS is unable to pay overtime
- AOS understands that NHPS may appoint one of the consultants as Lead Network Administrator.
- NHPS central offices are open 5-days per week, until 8PM. In the event of an emergency, every effort to resolve the problem by the end of the work day will be made. AOS understands that compensation for hours worked past the 8-hour allocation will be time off to be scheduled on a future date, at the direction of the NHPS IT Manager
- Support issues unable to be resolved within 4-hours to the manufacturer will be escalated. NHPS will pay the standard rate for a support request to be opened.
- Full utilization of Vendor warranty support resources to replaced damaged server equipment
- Recommendations of replacements and lowest cost procurement for damaged, out of warranty hardware components
- Capable of providing a same skill set replacement consultant to cover extended vacation or sick time
 - ❖ AOS will work in conjunctions with the NHPS IT Manager to qualify such candidates and qualify when and if coverage is to take place
- AOS is prepared to present their solution in person if required
- Projected wage rate for the position requested is \$65,000/year. AOS also reimburses consultants for parking fees, mileage and other miscellaneous expenses.

Basic Maintenance Requirements

AOS understands and acknowledges that the following services:

- Provide hardware and OS Support for network communication servers that are part of the district's computer network based on the equipment list provided as an attachment for this RFP.
- Maintain all OS patch levels on network communication server equipment
- Prioritize network communication server outages and provide resolutions ASAP out of parts on hand at the NHPS, with the expectation that no server will be down more than one business day.
- Work with NHPS to account for all time spend on support for Network Communication Servers, with the cooperation of the NHPS Help Desk Group.
 - Resolve tickets from the NHPS IT help desk and provide the help desk with resolution outcomes
 - Accurately account for time spent performing maintenance on network communication servers
 - We understand the NHPS IT help desk will act in an audit capacity to insure resolution reports are accurate and that trouble tickets are resolved in a timely fashion.
- Work with NHPS to account for all time spend on support for Network Communication Servers, with the cooperation of the NHPS Help Desk Group.

*Advanced Office Systems
RFP 2020-04-1279
NHPS Server Maintenance*

Price

<p>Infrastructure Support Requirements <i>(Infrastructure Report Requirements as listed in the RFP)</i></p>	<p>\$45.00 per hour, For TWO (2) Consultant Network Administrator (\$93,600 per Consultant, per Year = \$187,200)</p> <p>\$38.00 per hour, For ONE (1) Consultant Network Administrator (\$79,040 Per Consultant, per Year)</p>
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AOS is proposing this rate for the entire duration of the contract and all applicable extensions. NHPS would be invoiced based on hourly rates.

**RIDER A - Agreement for Professional and/or Technical Services,
Commodities and Construction under \$100,000 (non-Architect)**

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City of New Haven, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

INSURANCE

A. Contractor shall purchase from and maintain in a company or companies with an A- or greater A.M. Best & Co. rating, acceptable to City and lawfully authorized to do business in Connecticut, such insurance, including Commercial General, Automobile, Workers' Compensation, and such other forms of liability insurance as will protect the City and Contractor from claims which may arise out of or result from Contractor's operations under this Agreement and for which Contractor may be legally liable, whether such operations be by the Contractor, a subcontractor or a sub-tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

B. The following Commercial General Liability coverage is particularly required:

- (1) Commercial General Liability with a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.
- (2) Products/Completed Operations Limit of not less than Two Million Dollars (\$2,000,000) per occurrence, with coverage maintained for two (2) years after final acceptance of the project.
- (3) Personal & Advertising Liability Limit of not less than One Million Dollars (\$1,000,000)
- (4) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000)
- (5) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000)

C. The Contractor shall carry Business Automobile Liability insurance covering the use of all owned, non-owned and/or hired vehicles with a combined Bodily Injury and Property Damage Limit not less than the following:

- | | |
|------------------|---|
| 1. Bodily Injury | One Million Dollars (\$1,000,000) Each Person |
|------------------|---|

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

One Million Dollars (\$1,000,000) Each
Accident

2. Property Damage One Million Dollars (\$1,000,000) Each
Accident

D. The Contractors must carry Workers' Compensation insurance as follows:

Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction for the work performed at the project.

Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

Extensions of Coverage

Other States Endorsement

Voluntary Compensation (included if exposure exists)

United States Longshoreman's & Harbor Worker's Act (included if exposure exists)

Jones Act (included if exposure exists)

Amendment of the Notice of Occurrence

Thirty (30) day written notice of cancellation, non-renewal

E. The Contractor shall carry Professional Liability or Errors & Omissions Insurance with respect to any damage caused by an error, omission or any negligent act of the Contractor with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00) per claim for any wrongful act to cover work performed under this contract/One Million Dollars and No Cents (\$1,000,000) aggregate.

F. The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the project for a duration of twenty four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

“claims-made” liability coverage for twenty four (24) months following the project completion. Continuous claims-made coverage will be acceptable in lieu of “tail” coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.

G. Coverage for Contractors must include the following endorsements: 1) Blanket Contractual Liability for liability assumed under this Agreement and all other agreements relative to the project; 2) Severability of Interests; and 3) Coverage is to be endorsed to reflect the insurance provided is to be primary for the City, and all other indemnities named in this Contract.

H. For all policies required hereunder the Contractor, Subcontractors and Sub-tier Contractors each (i) except for professional liability and/or errors and omissions coverage, hereby waive subrogation against the City, City’s Agent and any and all other indemnitees pursuant to the contract documents and (ii) shall name the City of New Haven as Certificate Holder and, except for Worker’s Compensation and professional liability and/or errors and omissions policies, an Additional Insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days’ notice) of any such insurance coverage and such notice shall be directed to the City of New Haven in accordance with the notice provisions of the Agreement. The Contractor shall furnish the City with the insurance policy (ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations in this Rider, including, but not limited to, requirements for (1) waiver of subrogation, (2) additional insured (with the exception of Workers’ Compensation coverage), (3) notice of cancellation; and, (4) Certificate Holder information. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance coverage required herein is to remain in force after final payment, an additional Certificate evidencing continuation of such coverage shall be submitted.

I. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

J. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee
From: Michael J. Pinto, Esq., Chief Operating Officer
Re: F&O Agenda Item Request/Approval
Lease for 1st floor at Gateway Center
Meeting Date: June 3, 2019

Executive Summary:

Approval is requested for a Lease Agreement by and between the New Haven Board of Education and Gateway Partners, LLC, 30 Lewis St., 4h fl., Hartford, CT for rental space for the Registration/Magnet Schools Office located on the first floor of 54 Meadow Street, New Haven, CT, for the period of July 1, 2019 to June 30, 2020.

Amount of Agreement and Daily, Hourly, or Per Session Cost:

In an amount not to exceed \$20,362.75 payable in monthly installments of \$1,696.90.

Funding Source: 2019-2020 Operating Budget
Acct. #190-47000-56652

Key Questions:

- 1. Please describe how this service is strategically aligned with school or District goals:**
This lease provides suitable location to house essential function of the Central Registration and Magnet Schools Office.
- 2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?**
The landlord has been very responsive to our needs over the years. The location has allowed for good collaboration and support across the Central Office leadership and also allows parents a virtual one-stop shopping for Registration, Parent support/question, ELL testing, SPED, Transportation, Health Department support, etc.
- 3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**
The rate applicable to the space is consistent with market trends. The location provides a complete Central Office service system within 54 Meadow Street. Alternate locations would have similar lease rates and likely would require significant capital expenditure to re-locate and fit-up whereas the current location allows for internal leveraging of resources and direct support and collaboration with other Central Office Divisions (Superintendent, Directors, IT, Parent Advocate, SPED offices, ELL, Transportation and Health Department.). No increase from last year's lease.

Draft of Lease is attached.

**COMMERCIAL LEASE AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
GATEWAY PARTNERS, LLC**

THIS COMMERCIAL LEASE entered into this ____ day of _____, 2019 between GATEWAY PARTNERS, LLC with offices at 30 Lewis St., 4th fl., Hartford, Connecticut 06103 hereinafter called the LANDLORD; and NEW HAVEN BOARD OF EDUCATION, with offices at 54 Meadow Street, New Haven, Connecticut, 06519 hereinafter called the TENANT.

WITNESSETH:

The Landlord does hereby lease to the Tenant, a portion of that certain premises known as 54 Meadow Street, New Haven, Connecticut, and consisting 1,733 square feet more or less of the first floor adjacent to the lobby within the building, all of which are referred to herein as the "Premises" and more particularly described herein in the map attached hereto and incorporated herein as Attachment A. The building and the property on which it is situated is together referred to as the "Landlord's Property"

1. TERM

The Lease is for the initial term, which shall commence on July 1, 2019, and end on June 30, 2020 ("the Term").

2. RENT and ADDITIONAL RENT

2.1 Tenant agrees to pay, without any prior demand therefore and without any deduction or set-off whatsoever in the annual amount of Twenty Thousand Three Hundred Sixty Two Dollars and Seventy Five Cents (\$20,362.75), payable to the Landlord monthly, in advance, on the first day of each and every calendar month during the term of the Lease and any continuance of the Lease thereafter (and for any portion of a calendar month at the beginning or end of the term, at the proportional rate payable for such portion.), in the amount of One Thousand Six Hundred Ninety Six Dollars and Ninety Cents (\$1,696.90), checks made payable to GATEWAY PARTNERS, LLC, c/o Lexington Management, LLC, 30 Lewis Street, 4th floor, Hartford, CT 06103 or at such other place designated by the Landlord by written notice to Tenant. Tenant's obligation for the payment of the rental amount pursuant to the Lease will commence on July 1, 2019. The annual amount of rental, which shall be paid in equal monthly installments as described herein, shall be \$11.75 per square foot for the Term.

2.2 Tenant will pay Landlord, in addition to rent specified in Section 2 hereof, as Additional Rent, an amount equal to the pro rata share of Landlord's Operating Costs hereinafter defined, not to exceed Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00) annually, of all rentable space in the building in which the Premises are located and which are owned by the Landlord. All such additional rent payable by tenant shall be paid after receiving the landlord's bi-annual presentation of the terms operating costs' bills and summary invoice. The first bill shall cover the period from July 1st to December 31st of the term and shall be presented to the Tenant by March 30th. The second bill shall cover the period from January 1st to June 30th of the term and shall be billed by July 30th. Said operating costs shall include landlord's electricity, gas heat, air conditioning, custodial expense (including cleaning supplies),

maintenance and repair expense, condominium fees and property management fees (inclusive of office and administrative fees). No other expenses shall be considered an operating cost. Funds for these payments shall come from Account Number 190-47000-56652.

3. NOTICES

3.1 Except as otherwise specifically provided in this Lease, whenever under this Lease approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the Tenant or the Landlord and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Landlord: Martin J Kenny
Gateway Partners, LLC
30 Lewis Street, 4th Floor.
Hartford, Connecticut 06103

Tenant: Attn: Michael J. Pinto, Esq.
Chief Operating Officer
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

4. USE

The Premises are to used and occupied by said Tenant solely for office space related to the New Haven Board of Education and upon conditions and covenants of this Lease.

5. COVENANTS

5.1 Landlord covenants with the Tenant that Landlord will suffer and permit the Tenant (Tenant keeping all of covenants on Tenant's part, as hereinafter contained) to occupy, possess and enjoy said Premises during the Term aforesaid, without hindrance or molestation from Landlord or any person claiming by, from or under Landlord. Landlord further covenants with the Tenant that as of the Commencement Date the Premises shall be in compliance with any and all applicable laws and regulations, including all local and state life safety code requirements. Landlord further covenants that it has good right to lease said Premises in the manner aforesaid. This Lease is subject to and conditioned upon Landlord receiving a Certificate of Occupancy in order to lease the Premises as aforesaid. In particular (but without prejudice to the generality of the foregoing), it is agreed and understood that the Fire Marshall shall inspect the Premises on or prior to the commencement date and the Tenant shall have no obligations hereunder until such time as the Fire Marshall shall give his written approval of the Premises for Tenant's proposed use thereof. Said approval shall include approval of the number and location of fire detectors, fire extinguishers and the fire exits, and the Landlord shall maintain the Premises in compliance with all such laws and regulations during the term of this Lease including (without limitation) that legislation known as Americans with Disabilities Act, unless the Premises shall be otherwise exempt by reason a "grandfathering" or otherwise.

a) Landlord shall pay all real estate taxes and other such assessments made on the Landlord's property:

b) Landlord shall carry such insurance as shall be reasonably necessary, including but not limited to, adequate causality, fire and liability insurance covering the building:

c) Landlord shall maintain the structure of the building and maintain including without limitation the building's system (electrical and mechanical) including without limitation the HVAC.

d) Landlord represents that all systems (electrical and Mechanical) including without limitation the HVAC system shall be in proper working condition at the commencement of the Term.

e) Landlord shall, at its own expense, remove any asbestos, hazardous materials or other debris from the Premises during the renovations described herein and shall have a continuing duty to keep the Premises free from such materials throughout the Term of this Lease;

f) Landlord shall keep and maintain receptacles for waste, garbage, rubbish etc. on the Premises for the use of the Tenant and Landlord shall engage in the removal of said trash, garbage, rubbish etc. from said receptacles.

g) Landlord shall keep and maintain Landlord's Property, including the parking lot and landscape in a clean and sanitary condition free of debris and defects.

h) Landlord shall remove snow, when appropriate, from the Landlord's Property, including the parking lot and sidewalks adjacent to the Premises.

i) Landlord shall be responsible for performing all structural repairs upon the Landlord's Property except such structural repairs, which may be necessitated as a result of negligence of the Tenant, its agents, servants, employees or invitees. It is understood by the parties that such structural repairs for which the Landlord is responsible shall include repairs to exterior walls, roof of the Premises and major systems serving the premises such as heating, ventilation, air-conditioning, electrical, plumbing and mechanical systems.

5.2 The Tenant covenants with the Landlord:

a) To pay a sum as described in Section 2: and that the Tenant will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the Premises; and, the Tenant will NOT assign this Lease nor sublet a part or the whole of said Premises without the Landlord's prior written approval. The Tenant shall not make any alterations to the Premises, nor use the same for any purpose but that hereinbefore authorized, without prior written consent from the Landlord. The Tenant is required to give a minimum of ninety (90) days notice of its intent to modify the authorized use of the Premises. The Tenant will deliver possession of the Premises at the expiration of the Term in as good condition as they are in, ordinary wear, damages by the elements, and casualty which is not a direct result of Tenants', its officers' agents' or employees' negligent or willful action excepted. The parties acknowledge however, that the Tenant will renovate the waiting area in the School Registration Office to create a more inviting area for parents and new students. Tenant will pay for said renovations. Tenant will submit design ideas and Landlord's approval of said renovations will not be unreasonably withheld.

b) The Tenant agrees that the Landlord and the Landlord's agents and other representatives shall have the right to enter and upon said Premises, or any part thereof at all reasonable hours and upon reasonable prior notice (except in case of emergency) for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Any repairs, not of an emergency nature will be scheduled so as to minimize interference with Tenant's business operation. Emergency repairs will be handled as necessary, based on the nature of repair, and not necessarily done after business hours. It is further agreed between the parties that with respect to Tenant's use of the Premises, the Tenant shall comply with and conform to all federal laws and the laws of the State of Connecticut and the by-laws, rules and regulations of the City of New Haven relating thereto. Should the Tenant be found by competent authority to be in violation of any such laws, or the by-laws, rules and regulations of the City of New Haven relating thereto, the Tenant shall accept responsibility for any and all penalties and / or fines levied by such competent authority.

c) The Tenant agrees that no excessive accumulation of boxes, barrels, packages, waste paper, recycling bins or other articles shall be permitted in or upon Premises. The Tenant shall be solely responsible for the removal of its waste, garbage, rubbish, etc. from the Premises. Said waste, garbage, rubbish, etc. may be emptied by Tenant in the receptacles maintained by the Landlord.

d) Tenant shall pay for all phone charges placed from the Premises.

e) The Tenant shall provide at least one (1) ABC Fire Extinguisher to be mounted in a conspicuous location within the Premises and agrees to properly maintain same.

f) The Tenant may place prominent signage or advertisements in, on or about the entry of the Premise, upon the approval of the Landlord; approval will not be unreasonably withheld by the Landlord.

g) Landlord's records evidencing Landlord's operating costs as hereinafter defined shall be available for Inspection by Tenant during all business hours upon reasonable written notice of the exercise of said rights of inspection to Landlord. Tenant may at its discretion conduct an audit of said records. In the event that said audit demonstrates a disparity of more than 5% of the actual amounts invoiced to Tenant by Landlord, then Landlord shall make the appropriate adjustment and reimburse the Tenant for the cost of the audit.

Funds for these payments shall come from Account Number 190-47000-56652.

6. **BREACH OF COVENANTS**

6.1 If the Tenant shall:

a) assign this Lease, or sublet or otherwise dispose of the whole or any part of said Premises without the prior written consent of the Landlord, or use the same for any purpose but that hereinbefore authorized; or to make any alteration therein without the prior written consent of the Landlord or shall commit waste or suffer the same to be committed on said Premises, or injure or misuse the same, or breach any covenant herein, then the Tenant shall be in default. The Landlord may give the Tenant at least

thirty (30) days to cure said default. If the Tenant has not cured said default within said thirty (30) day period (or if the default in question is not susceptible of being cured within such thirty (30) day period, then if the Tenant shall not have commenced a cure within said period and thereafter diligently pursued the same) this Lease shall terminate and Landlord may re-enter said Premises, and the same have and possess as of Landlord's former estate.

b) Fail to pay any installments of rent or additional rent or to make any other payment or reimbursement required herein when due, and such failure shall continue for a period of fifteen (15) days after written notice thereof to Tenant, the Tenant shall be in default of this lease, and

c) Fail to deliver to Landlord the estoppel certificate or subordination agreement within the time provided in Section 14 hereof, and such failure shall continue for a period of fifteen (15) days after written notice thereof to Tenant, then Tenant shall be in default of this Lease.

6.2 Tenant also agrees to Landlord that after default made in ant of the covenants herein contained, the failure to re-enter by the Landlord shall not be held as a waiver of the Landlord's right to terminate the lease.

7. DAMAGE OR CASUALTY TO THE PREMISES

7.1 It is agreed between the parties, that in case the building or buildings erected on the Premises hereby leased shall be partially damaged by fire, water or otherwise, the same shall be repaired as speedily as possible at the expense of the said Landlord, unless such occurrence was a direct result of the Tenant's, its officers', agents' or employees' willful or negligent actions.

7.2 It is further understood that should the Tenant or its officers, agents, employees, customers, visitors, invitees, licensees, etc., cause damage, above and beyond normal wear and tear, to the Premises, (to be determined by arbitration in accordance with the rules of the American Arbitration Association in the event of dispute) the Tenant shall be responsible for all costs of repair and restoration. The Landlord shall have the sole discretion to repair the damages itself or to retain an independent contractor to repair and restore the Premises. The Tenant shall reimburse the Landlord for all costs of materials and labor associated with such repairs and restoration within forty-five (45) days of such repair and restoration.

8. RISKS AND LIABILITIES

8.1 **TENANT'S RISK.** Tenant acknowledges that it is a self-insured entity and agrees to use and occupy the Premises as Tenant is herein given the right to use and occupy at Tenant's own risk. Neither the Landlord nor its officers, agents or employees shall have any responsibility or liability whatsoever for any loses, costs, damages or expenses of Tenant or any party claiming by, through or under Tenant or by reason of this Lease, provided however, Landlord shall be responsible for any damages caused by Landlord's negligence or that of its agents or employees. The provisions of the Section shall be applicable from and after the commencement of the Term, and during such further period as Tenant may use or be in occupancy of any part of the Premises.

8.2 INJURY CAUSED BY THIRD PARTIES . Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, or by reason of this Lease, for any loses, damages, costs or expenses that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises, or otherwise or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or by reason of this Lease, its or their property, from the breaking, bursting, stopping or leaking of electric cables and wires, water, gas, or sewer piped, and from roof leaks and the like.

8.3 SUBROGATION. All insurance which is carried by either party with respect to the Premises, whether or not required, if either party so requests and it can be so written, and if it does not result in additional premium, or if the requesting party agrees to pay any additional premium, shall include provisions which either designate the requesting party as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the requesting party prior to occurrence of loss or injury. The requesting party shall be entitled to have duplicates or certificates of any policies containing such provision. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance. Tenant shall not acquire, under any casualty insurance coverage on the Premises, any right to participate in the adjustment of loss or to receive insurance proceeds and agrees upon request promptly to endorse and deliver to Landlord any checks or other instruments in payment of loss in which Tenant is named as payee, other than with respect to improvements and additions made by Tenant.

9. RE-LETTING

The Tenant agrees that if the Tenant shall fail to exercise any option within the specified period then Landlord or the Landlord's agents shall have the right to place notices on the front of said Premises, or any part thereof, offering the Premises, "To Let," or "For Lease," etc., and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation. The Landlord shall at all times have the right to place notices offering any portion of the building, not considered in this lease "To Let," or "For Lease," etc. Provided such notice is not placed in or in front of any area leased by the Tenant.

10. HOLDOVER

Should the Tenant not properly exercise its option, but shall hold over the said Premises beyond the period above specified as the termination of this Lease, then the said Tenant shall hold said Premises upon the same terms, and under the same stipulations and agreements as are in this Lease contained with the exception of a reasonable rental amount which may be imposed by Landlord and shall be based on a fair market value calculation to be computed at a daily rate by Landlord, but which shall in no event be less than the monthly rent and additional rent payable immediately prior to the termination of the Lease or payable during the unexercised option term, whichever shall be greater. No holding over by said Tenant shall operate to renew this Lease without such written consent of said Landlord.

11. CONDEMNATION – EMINENT DOMAIN

Should the Premises, or any portion thereof, be taken by condemnation or eminent domain, the Lease shall automatically terminate and the Tenant be deprived of its possession.

The Tenant shall not be entitled to any award for said condemnation by shall be entitled to relocation expense.

12. BANKRUPTCY

In the event that the Tenant files for protection under the Bankruptcy code or shall be adjudicated bankrupt or shall admit in writing its inability to pay its debts generally as they become due or if a receiver, trustee or liquidator of Tenant or of all or substantially all of its property shall be appointed by a proper authority, this Lease shall terminate.

13. FORECLOSURE – SALE

In the event that the Landlord sells the Premises or is subject to foreclosure proceedings, the terms and obligations hereunder shall cease as to the Landlord but shall be enforced by the successive owner of the property.

14. SUBORDINATION

(a) Tenant accepts this Lease subject and subordinate in all respects to any mortgage which may now or hereafter be placed on or affect the premises, and to each advance made, or hereafter to be made, under any such mortgage, and to all renewals, modifications, consolidations, replacements, extensions and substitutions of and for such mortgage. This Section 14 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, however, Tenant shall execute and deliver promptly any certificate that Landlord or any mortgagee or their respective successors in interest may request.

(b) From time to time as requested by Landlord and within five (5) days of said request, Tenant shall execute and deliver an estoppel certificate in such form as Landlord shall reasonably require stating that this Lease is in full force and effect and the terms hereof unmodified (or specifying that alleged modification) that there is no default hereunder on the part of the Landlord (or specifying any such default which is alleged to exist), that no rent has been prepaid (or specifying the amount prepaid) and such other information as shall reasonable be required.

15. ATTORNMEN

If any foreclosures proceedings are brought under any mortgage or any mortgagee obtains possession of the premises by deed or lease in lieu of foreclosure, Tenant, at the request of any such party obtaining possession will attorn to and recognize them as Landlord under this Lease. Tenant shall, at the request of Landlord, execute a document in form proper for recording confirming such agreement to attorn.

16. NON-DISTURBANCE

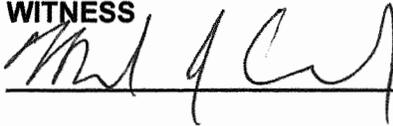
Tenant's subordination and attornment covenants under Sections 14 and 15 here of are conditioned upon the requirement that any mortgagee, notwithstanding foreclosure of its mortgage, shall not disturb Tenant's use and occupancy of the premises as long as Tenant is not in default under this Lease. Provided, however, that after any mortgagee becomes landlord hereunder, Tenant shall look exclusively to the Landlord and not to such mortgagee with respect to any claims which Tenant may have with respect to any claims which Tenant may have with respect to his this Lease which arose prior to such mortgagee's possession.

17. BROKERS

Tenant covenants, warrants and represents to Landlord, and Landlord covenants, warrants and represents to Tenant that, there are no brokers involved in this Lease except for Lexington Partners, LLC (the "Recognized Broker") Landlord shall be responsible for any and all commissions payable to Recognized Broker and indemnifies and saves Tenant harmless from any claims or cause of action relating to same.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals, and to two (2) other originals of the same tenor and date, as of the date and year first written above.

WITNESS



GATEWAY PARTNERS, LLC.

By



Martin J. Kenny
Duly Authorized

WITNESS

NEW HAVEN BOARD OF EDUCATION

By

Darnell Goldson, President
Duly Authorized

NOTICE OF LEASE

This notice of lease is entered into this ____ day of July, 2019, by and between **GATEWAY PARTNERS, LLC** with a mailing address c/o Cornerstone Properties, LLC 231 Farmington Avenue, 3rd Floor, Farmington, Connecticut (hereinafter referred to as "Landlord") and **THE BOARD OF EDUCATION OF THE CITY OF NEW HAVEN** a municipal corporation organized and existing under the laws of the State of Connecticut, with a mailing address of 54 Meadow St., New Haven, Connecticut, 06519 (hereinafter referred to as "Tenant")

1. As of the 1st day of July, 2019, Gateway Partners, LLC, Landlord has leased to Tenant and Tenant has leased from Landlord these premises described as Schedule A attached hereto.
2. The Lease's Term is from twelve (12) months commenced July 1, 2019 to June 30, 2020.
3. A copy of the Lease is on file at the New Haven Board of Education Office of the Chief Operating Officer, 54 Meadow St., 5th Floor, New Haven, CT 06519, and is hereby incorporated by reference as if set out in full.

IN WITNESS WHEREOF Landlord and Tenant have executed and delivered this Notice of Lease as of the day and year first written above.

WITNESS

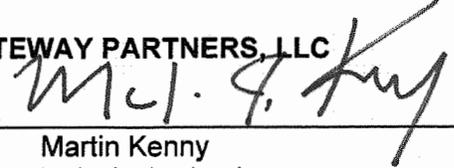
NEW HAVEN BOARD OF EDUCATION

By: _____
Dr. Darnell Goldson, President
Duly Authorized

WITNESS



GATEWAY PARTNERS, LLC

By: 
Martin Kenny
Duly Authorized

STATE OF CONNECTICUT)

)

ss.: New Haven

July, 2019

COUNTY OF NEW HAVEN)

Personally appeared, Darnell Goldson, President, New Haven Board of Education, one of the signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed for the purposes hereby contained.

Commissioner of the Superior Court/Notary Public

My Commission Expires: _____

STATE OF CONNECTICUT)

)

ss.: New Haven

July, 2019

COUNTY OF NEW HAVEN)

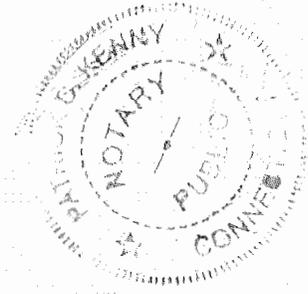
Personally appeared, Martin Kenny, Gateway Partners, LLC, one of the signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed for the purposes hereby contained.

Martin Kenny

Commissioner of the Superior Court/Notary Public

My Commission Expires: 10/31/2019

PATRICK C. KENNY
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2021





Memorandum

To: Finance and Operations Committee

From: Michael J. Pinto, Esq., Chief Operating Officer

Re: F&O Agenda Item Request/Approval
Lease for 8th floor space at Gateway Center

Meeting Date: June 3, 2019

Executive Summary:

Approval is requested for a Lease Agreement by and between the New Haven Board of Education and Gateway Partners, LLC, 30 Lewis Street, 4th fl., Hartford, CT for the lease of 7,533 sq. ft. of office space for the Directors Office located on the 8th floor of Gateway Center from July 1, 2019 to June 30, 2020.

Amount of Agreement and Daily, Hourly, or Per Session Cost:

In an amount not to exceed \$93,000 to be paid in equally monthly installments of \$7,750.

Funding Source: 2019-2020 Operating Budget
Acct. #190-47000-56652

Key Questions:

- 1. Please describe how this service is strategically aligned with school or District goals:**
This lease provides suitable location to house essential function of the District's Directors and Supervisor's Offices.
- 2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?**
The landlord has been very responsive to our needs over the years. The location has allowed for good collaboration and support across the Central Office leadership and also allows parents a virtual one-stop shopping for issues with Directors/Schools and Curriculum as well as Registration, Parent support/question, ELL testing, SPED, Transportation, Superintendent Office, Budget Office HR support, etc.
- 3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**
The rate applicable to the space is consistent with market trends. The location provides a complete Central Office service system within 54 Meadow Street. Alternate locations would have similar lease rates and likely would require significant capital expenditure to re-locate and fit-up whereas the current location allows for internal leveraging of resources and direct support and collaboration with other Central Office Divisions (Superintendent, Directors, IT, Parent Advocate, SPED offices, ELL, Transportation and Health Department.). No increase is reflected in this lease from last year.

Draft of lease is attached.

**LEASE AGREEMENT
BY AND BETWEEN THE
CITY OF NEW HAVEN BOARD OF EDUCATION
AND
GATEWAY PARTNERS, LLC**

This Lease, entered into this day of , 2019, and effective the 1st day of July, 2019, by and between the City of New Haven Board of Education, body corporate and politic with governmental offices at 54 Meadow Street, New Haven, Connecticut 06519 (hereinafter referred to as the "Lessee") and Gateway Partners, LLC, a Connecticut limited liability company with an office and principal place of business at 30 Lewis Street, 4th fl., Hartford, CT (hereinafter referred to as the "Lessor").

WITNESSETH:

WHEREAS, the Board of Education of the City of New Haven needs space for its staff and to provide services; and

WHEREAS, the office building ("Building") located at 54 Meadow Street in New Haven, Connecticut is comprised of 12 condominium units ("Units") and common areas shared by all unit owners; and

WHEREAS, Lessor is the owner of 9 Units located in the Building and has agreed to lease approximately 7,533 square feet located in the 8th floor space shown in Exhibit A attached herein to the City of New Haven Board of Education and the City of New Haven Board of Education has agreed to lease the said space from Lessor; and

WHEREAS, the Lessor has agreed to lease the identified space shown in the Lease in Exhibit A located in said unit to Gilbane Building Company ("Gilbane Lease"); said Gilbane Lease to be on the same lease terms and conditions as the lease herein to the City of New Haven excepting the amount of Base Rent.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties do hereby covenant to and with each other, as follows:

SECTION 1: PROPERTY DESCRIPTION

101. Lessor does hereby lease to Lessee the following described real property located in the Building and as shown in Exhibit A attached hereto and made a part hereof: one-half of the 8th floor, known as 8A, consisting of seven thousand five hundred thirty-three rentable square feet (7,533 sq. ft.) more or less (hereinafter the "Premises"). Lessee shall have the right to use, in common with other tenants, the common areas of the Building and the land on which it is situated.

SECTION 2: UTILITIES

201. (a) Lessor will at all times during the term of this lease furnish to the Lessee hot and cold water, and adequate heating, to be kept at not less than sixty-eight (68) degrees at all times; to make the building suitable and useable for the Lessee's intended purpose, which is set forth in Section 5 herein.

(b) Lessee will at all times during the term of this lease be responsible for all electrical power costs incurred by its use of the Premises. The Premises and the space leased pursuant to the Gilbane Lease shall be served by one separate meter, and Lessee shall promptly pay 57% of any and all electric utility charges as they come due.

202. Lessor shall be responsible for the maintenance of the Premises including those services as more fully set forth in Exhibit B attached hereto and made a part of this lease and the repair, installation and all other costs, for the utilities in the Premises except as limited by Lessee's obligation to pay the Additional Rent more partially described in Section 402 hereof.

SECTION 3: LEASE TERM

301. The term of this Lease shall be for twelve (12) months commencing on July 1, 2019, and terminating on June 30, 2020.

302. This Lease shall be effective immediately upon the approval from the New Haven Board of Education and signing by all necessary parties.

SECTION 4: BASE RENT/ADDITIONAL RENT

401. Lessee does hereby agree to pay to Lessor the amount of Seven Thousand Seven Hundred Fifty Dollars with No Cents (\$7,750) per month for the period from July 1, 2019 through June 30, 2020 (the "Base Rent").

402. In addition to Base Rent, commencing on July 1, 2019, Lessee hereby agrees to pay to Lessor additional rent ("Additional Rent"). The Additional Rent shall be increases in the cost of Hard Cost Operating Expenses and Soft Cost Operating Expenses as hereinafter defined, for each year during this lease term over the cost of said Hard Cost Operating Expenses and Soft Cost Operating Expenses for the calendar year 2005. The term "Hard Cost Operating Expenses" shall mean the following expenses, costs or disbursements paid or incurred by Lessor in operating, owning, managing, leasing, repairing and maintaining the Premises: Premiums for fire, casualty, liability and such other insurances as Lessor may from time to time maintain; any and all real and/or personal property taxes attributable to the Premises; steam, water, sewer, gas, oil, telephone and other utility charges, electric costs for the common areas of the building, lot and appurtenances only, and fuel costs. The term "Soft Cost Operating Expenses" shall mean the following expenses, costs or disbursements paid or incurred by Lessor in operating, owning, managing, leasing, repairing and maintaining the Premises: Security expenses; compensation, fees and all fringe benefits, worker's compensation insurance premiums and payroll taxes paid by Lessor to, for or with respect to all persons engage in operating, maintaining, managing or cleaning; condominium fees or common charges; expenses incurred in connection with heating, ventilating and air conditioning to the

Premises; costs of lighting, ventilating, (including maintaining and repairing ventilating fans and fan rooms); cost of repairing and maintaining fire protection systems; costs of building and cleaning supplies and equipment (including rental); cost of maintenance, cleaning and repairs, cost of snow plowing or removal, or both, and care of interior and exterior landscaping; payments to independent contractors under contracts for cleaning, operating, management, maintenance *and/or* repair (which payments may be to affiliates of Lessor); all other expenses paid in connection with cleaning, operating, management, maintenance and repair; including reasonable reserves for the replacement of capital improvements and equipment contained in *and/or* used in connection with the operations.

Soft Cost or Hard Cost Operating Expenses shall include Lessor's share of Building Common Area Expenses chargeable to Lessor by the Condominium Association with respect to the Building.

403. The said Additional Rent shall be allocated by the parties based upon Lessee's proportionate share of leased space. The Lessee's proportionate share shall be 12.7% a percentage resulting from dividing the number of square feet of rentable area allocated to Lessee hereunder (which is 7,533) by the total number of square feet of the rentable area in tile Units in the Building owned by Lessor (which is deemed to be 59,495 square feet).

404. Lessee hereby agrees to pay Base Rent to lessor monthly commencing on July 1, 2019 and continuing on the first day of each month during the term of this lease.

405. Lessor shall submit to lessee a statement annually setting forth the amount of the Additional Rent and within ten (10) days after the delivery of such statement (whether or not such statement shall be timely); lessee shall pay to Lessor the payment required under Section 402 above. The failure by Lessor to send any statement required by this subparagraph shall not be deemed to be a waiver of lessor's right to receive such Additional Rent.

SECTION 5: USE OF PREMISES

501. Lessee agrees to use the premises for all reasonable business purposes associated with the Board of Education.

SECTION 6: WAIVER OF CLAIMS

Lessee agrees that, to the extent not expressly prohibited by law, Lessor and its officers, agents, servants, and employees shall not be liable for any damage either to person or property sustained by Lessee or by other persons as a result of the Building or Premises, or any part thereof or any appurtenances thereof becoming out of repair, or as a result of the happening of any accident in or about the Building or Premises or as a result of any act or neglect of any tenant or occupant of the Building or Premises or of any other person. Except that Lessor shall not be excused from liability if damage to persons or property sustained by Lessee is due to the intentional or negligent acts of Lessor or its agents or servants acting in the course of their employment.

SECTION 7: RIGHT OF INSPECTION

The Lessor shall have the right to inspect the property upon reasonable prior notice.

SECTION 8: AS IS CONDITION

As part consideration for entering into this Lease, Lessor and Lessee have agreed that the Premises are being delivered by Lessor and accepted by Lessee "as is" and any improvement of any nature shall be at the sole cost and expense of Lessee and shall be subject to prior approval by Lessor which approval shall not be unreasonably withheld.

SECTION 9: REPRESENTATIONS AND WARRANTIES

901. The Lessor covenants with the Lessee that it has good right to lease said premises in the manner aforesaid and to suffer and permit said Lessee to occupy, possess and enjoy said Premises during the term aforesaid, or any person claiming by, from or under Lessor.

902. The Lessee covenants with the Lessor to commit no waste or suffer the same to be committed thereon or injure or misuse the same.

903. The Lessee shall not have the right to assign and sublet this lease unless approved by the Lessor. Said approval shall be at Lessor's sole and absolute discretion.

904. The Lessor shall have the right to assign its interest in this lease or the Premises without the prior approval of Lessee.

SECTION 10: HOLD HARMLESS

The Lessor and Lessee hereby agree to save the other harmless from all suits or actions brought against the other party, its officers, agents and employees for or on accounts of any injuries or property damage received or sustained by any Party or Parties, as a result of the negligence of the other party, or the servants or agents of the other party, on said premises.

SECTION 11: CARE OF PREMISES

1101. The Lessor shall have sole responsibility for the cleaning of the Premises; Lessor agrees to keep the Premises clean, free of debris and dry. Further, Lessor agrees not to allow any condition to be created or maintained which will be dangerous or unsanitary. Lessor will regularly perform routine cleaning functions as set forth herein. Lessee will comply with all rules, ordinances and regulations of law and all Building regulation or regulations instituted by Lessor.

SECTION 12: TERMS AND CONDITIONS

1201. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Lease or services to be provided pursuant to this Lease, Notwithstanding any such Claims, dispute, or legal action, the Lessor shall continue to perform services under this Lease in a timely manner, unless otherwise directed by the Lessee.

1202. The Lessee and the Lessor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Lease and to the partners, successors, assigns and legal representations of such other party with respect to all covenants of the Lease.

1203. The Lease incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Lease, whether oral or written.

1204. If any provision of this Lease is held invalid, the balance of the provisions of this Lease shall not be affected thereby if the balance of the provisions of this Lease would then continue to conform to the requirements of applicable laws.

1205. Any terms and conditions which in order to be operative would extend beyond the termination of this Lease shall be deemed to be so operative and extended until the obligations are mutually terminated by both parties, regardless of the termination date stated herein.

1206. Any waiver of the terms and conditions of this Lease by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Lease.

1207. References herein in the masculine gender shall also be construed to apply to the feminine gender.

1208. Except as otherwise specifically provided in this Lease, whenever under this Lease approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Lessee or the Lessor, and delivered in hand or sent by mail, postage prepaid, to the principal office of the party to whom it is directed, which until changed by written notice from one party to the other, are as follows:

LESSOR: Gateway Partners, LLC
c/o Lexington Management, LLC
30 Lewis Street, 4th Floor
Hartford, CT 06103
Attention: Martin J. Kenny

LESSEE: City of New Haven Board of Education
54 Meadow Street
New Haven, CT 06510
Attention: Michael J. Pinto, Esq., COO

SECTION 13: DEFAULT OF LESSEE.

If Lessee fails to pay any Rent, Additional Rent, or any other payment or charges hereunder for a period of ten (10) days after it is due, or if Lessee fails to fully perform or comply with any other of the terms, conditions or covenants hereof to be observed or performed by Lessee for a period of twenty (20) days after having received notice from Lessor, such failure shall constitute a default Upon any default. Lessor, in addition to any other rights or remedies, including Lessor's right to recover all damages arising from Lessee's default, shall have the right to declare this Lease terminated and the term ended (in which event this Lease and the term hereof shall expire and terminate with the same force and effect as though the date set forth in said notice were the date originally set forth herein and fixed for the expiration of the term and Lessee shall vacate and surrender the Premises but shall remain liable) and Lessor shall have the right to bring an action to recover possession from Lessee and/or Lessor may. in any of such event\$, re-enter the Premises, and dispossess, by summary proceedings or otherwise, Lessee or other occupant of the Premises and remove their effects and hold the Premises as if this Lease had not been made.

SECTION 14: SUBORDINATION, OFFSET STATEMENT, ATTORNMENT.

This Lease is and shall be subject and subordinate to all mortgages which may now or hereafter affect the Premises, and to all renewals, modifications, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee; provided, however, Lessee shall execute promptly any certificate that Lessor may request in confirmation of such subordination. Within ten (10) days after request therefore by Lessor, Lessee shall execute and deliver in recordable form a certification to any proposed mortgagee or purchaser, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Lessee. If proceedings are brought to foreclose a mortgage made by Lessor, or if Lessor conveys or otherwise transfers its interest in the Premises or any part thereof in which the Premises are located, this Lease shall remain in effect and Lessee shall attorn to the successor to Lessor's interest and recognize such successor as Lessor hereunder, and Lessee shall, upon request, promptly execute and deliver a certificate to confirm such attornment. In the event title to the Premises is taken by foreclosure or deed in lieu, Lessor and Lessee agree that so long as Lessee is not in default, Lessee shall not be disturbed and this lease shall remain in full force and effect in accordance with its terms.

SECTION 15: BROKERS COMMISSION.

Each party hereto represents that it has not dealt with any real estate broker in connection with this Lease other than Lexington Partners, LLC, whose fees, if any, shall be paid by Lessor, and, to its knowledge no broker initiated or participated in the negotiation of this Lease, submitted or showed the Premises to Lessee or is entitled to any commission in connection with this Lease except as described above. Each party hereto holds the other harmless from and against any and all claims of any real estate broker for commissions in connection with this Lease.

SECTION 16: HOLDING OVER.

Lessee shall vacate the Premises upon the termination of this Lease as set forth herein.

In the event Lessee does hold over, Lessee shall pay to Lessor 1.2 times the annual Base Rent then applicable, and all Additional Rent then applicable, for each month or portion thereof that Lessee shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and also shall pay all damages sustained by Lessor on account thereof. The provisions of this paragraph shall not operate as a waiver by Lessor of any right of re-entry hereinbefore provided. At the option of Landlord, by express written notice to Lessee and not otherwise, such holding over shall constitute a renewal of this Lease on a month-to-month basis.

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Lease as of the day and year first above written.

WITNESS

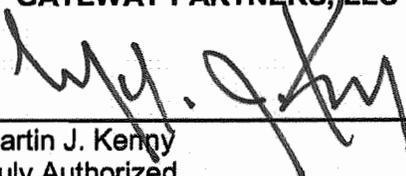
NEW HAVEN BOARD OF EDUCATION

Darnell Goldson, Board President
Duly Authorized

WITNESS

GATEWAY PARTNERS, LLC

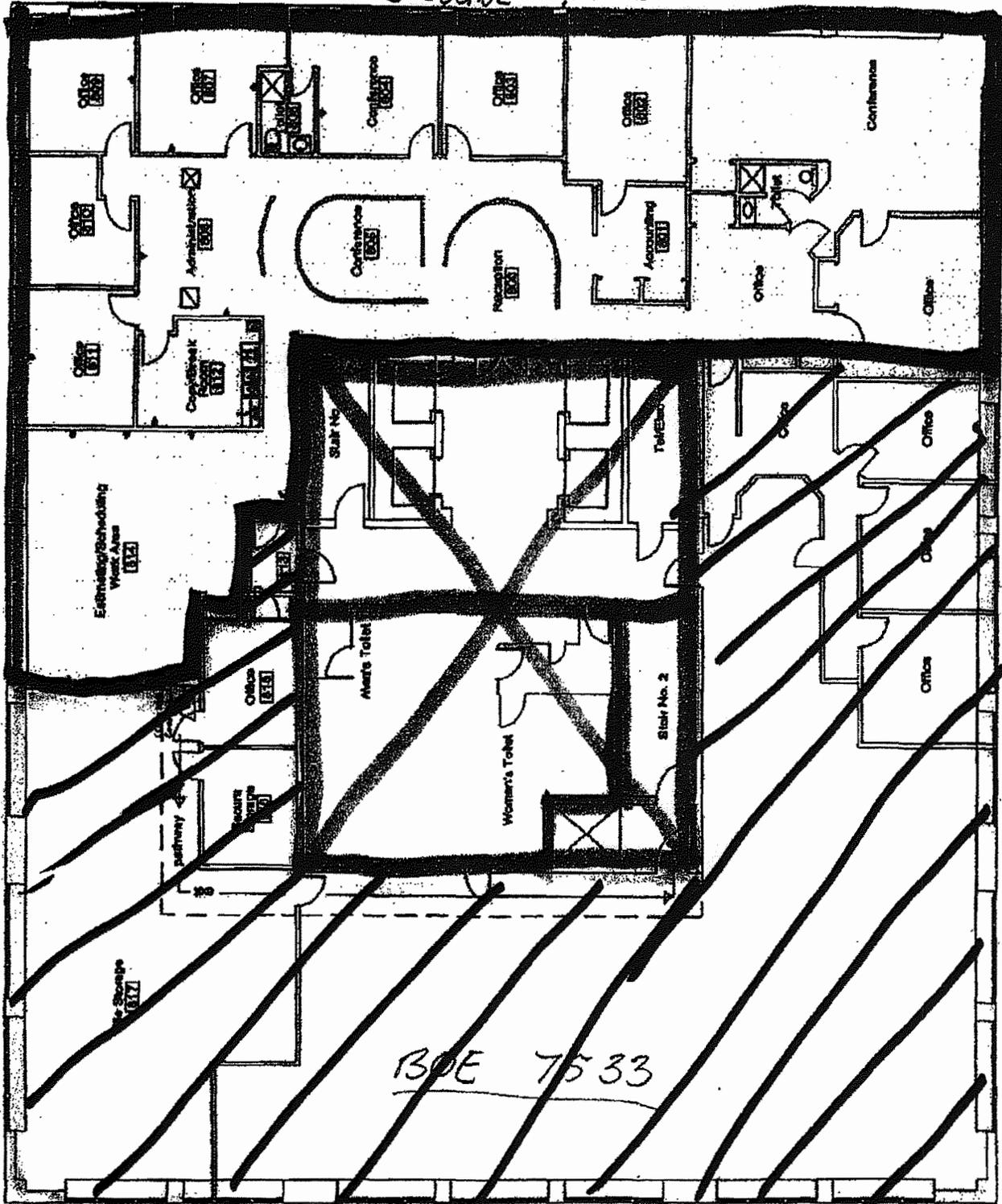




Martin J. Keny
Duly Authorized

EXHIBIT A

GILBAVE 5761 d



BOE 75 33

GILBAVE

EXHIBIT B

JANITORIAL PROCEDURES AND SCHEDULES

I. MISCELLANEOUS CLEANING

A. Nightly

1. Clean and polish drinking fountains, kitchen cabinets, counter top, sink and under vending machines.
2. Empty all waste receptacles and place in dumpster for disposal. Replace plastic liners when soiled. Empty all recycle receptacles and place in designated recycle container. Cut and flatten all cardboard and boxboard boxes; place in designated recycle containers.
3. Turn off any copy machine or coffee pot left on.
4. Turn off all lights prior to exiting building unless otherwise instructed.

B. Weekly

1. Wash interior glass doors at entrances.
2. Dust all furnishings including telephones.
3. Spot-clean soiled areas of corridor walls.

C. Semi-Weekly

1. Dust all horizontal surfaces including windowsills, ledges, filing cabinets, etc.
2. Clean desktops if clear of papers, desk supplies, etc.
3. Spot-clean glass partitions and door windows.
4. Wash exterior glass in entrances.'

D. Monthly

1. Vacuum upholstered furniture (as needed)

II. VINYL TILE AND RUBBER FLOOR

A. Nightly

1. Dry mop to remove surface film and dust.
2. Damp mop with cold water
3. Remove soil spots from baseboards.

B. Monthly

1. Spray buff to remove all scuffmarks, heel marks, etc. Remove buildup from spray buffing as required. Dry mop after buffing.

C. Annually

1. Strip and wax all VCT floors.

III CARPETS

A. Nightly

1. Pick up litter and spot clean as needed.
2. Vacuum all hard to reach areas including under desks and tables.
3. Vacuum all open carpeted areas.

B. Annually

1. Extract all open carpeted areas.

IV. RESTROOMS

A. Nightly

1. Clean and polish all chrome fittings and bright work, including shelves, flushometers and metal dispensers.
2. Clean and sanitize both sides of every toilet seat with a germicidal solution.
3. Clean, sanitize and polish all vitreous fixtures, including toilet bowls, urinals, and sinks, using a germicidal detergent solution.
4. Clean and polish all mirrors and glass.
5. Dust and clean all toilet partitions, tile walls, dispensers, and receptacles.
6. Empty all disposal receptacles inserting liners as needed.
7. Refill all dispensers; including napkin, soap, tissues, towels, cups, liners, etc. (supplies to be furnished by owner).
8. Clean and sanitize waste receptacles as needed.

V. UNFINISHED FLOORS

A. N/A



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee
From: Michael J. Pinto, Chief Operating Officer
Re: F&O Agenda Item Request/Approval
New Haven Plaza Lease for Adult Ed
Meeting Date: June 3, 2019

Executive Summary:

Approval is requested for the Renewal of a Lease Agreement by and between the New Haven Board of Education and New Haven Plaza, 540 Ella Grasso Blvd., New Haven, CT for the lease of approximately 40,000 to house Adult and Continuing Education Center from July 1, 2019 to June 30, 2020.

Amount of Agreement and Daily, Hourly, or Per Session Cost:

In an annual amount not to exceed \$380,000 to be paid in equal monthly payments of \$31,667.00

Funding Source: Special Funds – Adult Education
Acct. #2503-5014-56652 (\$380,000)

Key Questions:

- 1. Please describe how this service is strategically aligned with school or District goals:**
This lease represent a continuation of long-standing leased spaces for NHPS Adult Education Program. This program space will remain necessary for the foreseeable future. As the District engages in updating its programming for Adult Education services this location provides the space and central location to allow for a variety of uses. In addition, the decision to vacate the 560 Grasso Boulevard space and to relocate Riverside Academy will save the District on rental costs.
- 2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?**
This location has served the District well over the years in a variety of ways. Both more permanent and shorter term or transition/swing space utilization has occurred over the years. The long-term positive relationship with the landlord has allowed for flexibility of use and adjustments to the spaces to meet the needs of the District. The space serves Adult Education programming. Such flexibility of use is anticipated to continue next year and likely in years to come and with space within the City at a premium, maintaining this strategic cost effective space is an important asset to preserve.
- 3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.** The negotiated terms of the lease reduce the cost from the prior lease and it also eliminates one space and the costs related thereto that are no longer needed at this time. This allows for increased stability and also creates the opportunity to consider more longer-term and sustainable options related to this location. While the District engages in updated program review of Adult Education services this location could serve as a hub for a variety of education and training service programs. The terms are at or below market rate and allow for the existing services and programs to remain at the same location uninterrupted. The decision to vacate the Riverside Academy space also provides savings of more than \$400,000.

A draft of the lease agreement is attached and will be finalized upon approval.

**LEASE AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
NEW HAVEN PLAZA, LLC.**

THIS LEASE AGREEMENT (this "Lease") entered into as of July 1, 2019 (the "Effective Date"), by and between **NEW HAVEN PLAZA, LLC**, a Connecticut limited liability company, with an office and mailing address of 540 Ella Grasso Boulevard, New Haven, Connecticut 06519 ("Landlord") and **NEW HAVEN BOARD OF EDUCATION**, a municipal corporation organized and existing under the laws of the State of Connecticut, with a mailing address of 54 Meadow Street, New Haven, Connecticut 06519 ("Tenant").

WITNESSETH:

1 . Lease. Landlord, prior to the date hereof, leased 75,000 square feet. of space (35,000 square feet in 560 Ella Grasso Boulevard, New Haven, Connecticut for use by Riverside Academy and 40,000 square feet in 580 Ella Grasso Boulevard, New Haven, Connecticut for Adult Education) to Tenant. Said 75,000 square feet lease expires on June 30, 2019.

Tenant desires to vacate the 35,000 square feet in 560 Ella Grasso Boulevard, New Haven, Connecticut currently being used by Riverside Academy as of June 30, 2019 and continue to remain as a tenant in the 40,000 square feet of space within 580 Ella Grasso Boulevard, New Haven, Connecticut. The total 40,000 square feet of space leased to Tenant herein within 560 and 580 Ella Grasso Boulevard, New Haven, Connecticut is referred to herein as the "Premises" and is more particularly described on Exhibit A attached hereto and made a part hereof. Landlord and Tenant have agreed to enter into this lease of the Premises commencing July 1, 2019. Landlord and Tenant have also agreed that all space under this Lease shall be taken by Tenant in an as is, where is, condition.

2 . Term. The term of this Lease (the "Term") shall be for one year (1) commencing on July 1, 2019 (the "Effective Date") and terminating on June 30, 2020 (the "Expiration Date") or in the event of a Holdover under Section 23, until Tenant has fully and finally vacated the Premises.

3 . Rent and Late Fee. During the term of this Lease, Tenant agrees to pay \$9.50 per square foot, based on an annual amount, as rent to Landlord, in an amount not to exceed Three Hundred Eighty Thousand Dollars (\$380,000.00) (the "Base Rent") which Rent shall be payable in twelve (12) monthly installments of Thirty-One Thousand Six Hundred Sixty Seven Dollars and 00/00 cents (\$31,667.00). Payments of Base Rent shall be made by Tenant in advance, on July 1, 2019 and on the first calendar day of each month thereafter. All other sums due and payable by Tenant under this Lease (collectively, "Additional Rent") shall be paid at the times and in accordance with the specific provision reserving the same. The Base Rent and all Additional Rent reserved under this Lease are hereinafter together referred to as the "Rent".

In the event any payment of Base Rent is not received by the tenth (10th) day of any month, Lessee shall be responsible for a late fee of Two Thousand Five Hundred (\$2,500.00) in addition to the Base Rent amount due. In the event any payment of Additional Rent is not received by the tenth (10th) day after the due date thereof as set forth in this Lease, Lessee shall be responsible for a late fee of Two Thousand Five Hundred (\$2,500.00) in addition to the Additional Rent amount due.

4 . Use. Tenant shall use the Premises to operate educational programs and for office space associated therewith.

5 . Utilities. Tenant shall make its own contracts and pay all charges for gas, electricity, heat, hot water, telephone or other communication services, refuse removal and other utilities used, rented or supplied upon or in connection with the Premises. Landlord shall not be liable for any interruption or delay in any of such services unless such delay or interruption is due to Landlord's negligence or willful misconduct.

6 . Custodial Services. Landlord shall be responsible for procuring all custodial services for the Premises by a professional cleaning company acceptable to Tenant. Additional cleaning services will also be performed periodically, as may be agreed upon between Landlord and Tenant. Tenant shall reimburse Landlord for all custodial services at cost. Landlord shall bill Tenant for such custodial services on a monthly basis and Tenant shall pay the same within thirty (30) days of receiving the monthly bill from Landlord. Tenant reserves the right at any time during the Term to decline Landlord's custodial service, and to provide its own custodial services instead. Landlord shall not impose any additional surcharges, fees or costs of any kind in the event that Tenant shall elect to provide its own custodial services. Tenant's obligation to pay for the professional cleaning services referred to herein shall be an item constituting Additional Rent.

7 . Taxes. Tenant shall pay one hundred percent (100%) of the real estate taxes assessed upon the 580 Ella Grasso Boulevard building and land (together, the "Property"). Landlord shall submit a copy of each invoice for real estate taxes assessed upon the Property with evidence of payment of such invoice. Tenant shall pay to Landlord its share within twenty (20) days of Tenant's receipt of such documentation, unless Tenant shall dispute Landlord's calculation thereof in which event Tenant shall deliver Tenant's calculation thereof, together with a check in such amount. If Landlord shall dispute Tenants calculations, then the matter shall be settled by an independent accountant mutually acceptable to both Landlord and Tenant or, in default of agreement as to the identity of such independent accountant, by binding arbitration. Tenant's obligation to pay for the taxes assessed upon the Premises shall be an item constituting Additional Rent.

8. Alteration and Improvements. (a) With the consent of Landlord (which consent shall not be unreasonably withheld) Tenant may, at Tenant's sole cost and expense, make alterations to the Premises ("Tenant Alterations").

(b) Tenant shall deliver written notice to Landlord of Tenant's intent to make Tenant Alterations, not less than fourteen (14) days prior to the commencement of the same and shall include in such notice the approximate date of commencement of the Tenant Alterations and a description of the intended Tenant Alterations. Unless Landlord deliver to Tenant a notice of rejection within fourteen (14) days following the delivery of Tenant's notice, Landlord's consent to the Tenant Alterations shall conclusively be deemed to have been given.

(c) Upon termination of this Lease, Tenant may (without obligation) remove any Tenant Alterations, provided that, in such event, Tenant shall restore the Premises to the condition existing prior to such Tenant Alterations, reasonable wear and tear excepted.

9. Repairs and Maintenance and Contribution to Certain Expenses of Landlord. (a) Subject to Landlord's provision of the custodial services described in Section 6 above, Tenant agrees that throughout the Term, Tenant, at Tenant's sole cost and expense, shall keep the Premises in a good and tenantable condition and shall not do or suffer any waste, damage or injury to the Premises. Tenant shall not be required to make any structural repairs or to expend any sum which may be classified as a capital expenditure according to generally accepted accounting principles. For these purposes, any repair costing in excess of \$500.00 shall be deemed to be a structural repair, the cost of which shall be borne by Landlord, provided however that with respect to floor covering materials, Landlord shall be responsible for replacement of necessary floor covering and with like-kind existing carpeting material. Notwithstanding the foregoing, to the extent that any such repair work is required due to the negligence or willful misconduct of Tenant or Tenant's agents, employees or students, the cost of such repair work, regardless of the cost thereof, shall be borne by Tenant. Tenant agrees to replace, at Tenant's sole cost and expense, any and all glass which may become broken at the Premises with glass of the same type and quality as that existing as of the Effective Date. Tenant further agrees to engage a qualified professional of its choice to provide periodic maintenance of the heating and air-conditioning systems serving the Premises.

(b) Landlord shall provide plumbing, electrical lines and equipment, heating, ventilation and air conditioning systems, boiler and all other such systems necessary for the operation of the Premises (the "Building Systems"). Landlord warrants and represents that the Building Systems are in good working order and condition and have and will continue to have the capacity, flexibility and ability to maintain sufficient service to the Premises.

(c) Landlord shall, at Landlord's sole cost and expense but only with respect to the Premises:

(i) make any repair to the Buildings located at 560 and 580 Ella Grasso Boulevard, New Haven, Connecticut which are occasioned by defective materials or workmanship;

(ii) maintain in good order the foundations, the structural supports and components, the exterior walls and the roofs of the Buildings located at 560 and 580 Ella Grasso Boulevard, New Haven, Connecticut;

(iii) maintain in good order and repair any and all common areas and facilities in the Buildings located at 560 and 580 Ella Grasso Boulevard, New Haven, Connecticut;

(iv) perform all necessary maintenance or repair work to the Premises, including to the Building Systems, the cost of which exceeds \$500.00, unless Tenant is responsible for the same pursuant to the provisions of Section 9(a) above; and

(v) keep the parking lot serving the Property free of snow, rubbish or other obstructions.

10. Tenant's Signs. Unless Landlord shall have given Landlord's prior written consent (which consent shall not be unreasonably withheld) Tenant shall not install, paint, inscribe or maintain any lettering, name, sign, business designation, advertising or publicity device on the Premises or any exterior window or on any other interior or exterior portion of any of the Buildings located at 560 and 580 Ella Grasso Boulevard, New Haven, Connecticut.

11. Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant pays the Rent and performs the remainder of Tenant's obligations under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises without interference by any person claiming by, through or under Landlord.

12. Assignment and Subletting. Tenant shall be permitted to assign this Lease or sublet space within the Premises or any part thereof, to any other department or agency within the City of New Haven (the "City") without the prior written consent of Landlord provided that the Premises continue to be used for educational purposes. If Tenant wishes to assign this Lease (in whole or in part) or sublet any space within the Premises, or otherwise transfer, pledge or hypothecate any part of Tenant's interest in the Premises, as created hereby, to any third party or to any other department or agency within the City where that department or agency does not intend to use the space for educational purposes, Tenant shall first obtain the written consent of Landlord to such assignment or subletting, which consent shall not be unreasonably withheld but Tenant shall turn over to Landlord any sums Tenant receives as a consequence of such sublet or assignment in excess of such Tenant's Basic and Additional Rent obligation.

13. No Nuisance; Compliance With Laws and Requirements of Public Authorities. Tenant agrees not to create or permit any nuisance on or about the Premises or the Property. Tenant shall comply with and conform to all laws and regulations of the State of Connecticut (the "State") relevant to this Lease and/or to Tenant's use and occupation of the Premises and shall comply with all relevant ordinances, rules and regulations of the City of New Haven, Connecticut.

14. Liability and Insurance. (a) During the Term, Landlord shall insure the Buildings and the Property against loss or damage by fire, and such other casualties as may be included within extended coverage clauses of casualty insurance policies then in standard for use within the State of Connecticut, in such amounts as Landlord, in its sole judgment, shall deem appropriate.

(b) Provided that Landlord shall deliver copies of such policy or policies to Tenant (or a notice of the relevant restrictions) Tenant shall not commit or permit any violation of the same, or do or permit anything to be done, or keep or permit anything to be kept, on or at the Premises, which could result in termination of any of such policy or policies, or could adversely affect Landlord's right of recovery under any of such policy or policies.

(c) During the Term, Tenant shall carry such general liability insurance with respect to injury or damage in or about the Premises as Tenant, in the exercise of Tenant's sole and absolute discretion, shall consider necessary or desirable from time to time, it being agreed stipulated and understood that Tenant may elect to self-insure, in whole or in part.

15. Access to Premises. Upon not less than forty-eight (48) hours' prior written notice (except in case of emergency) Landlord and/or Landlord's designees shall have the right (but not the obligation) to enter and pass through the Premises (or any part or parts thereof) during business hours to examine the Premises or other portions of the Buildings located at 560 and 580 Ella Grasso Boulevard, New Haven, Connecticut in order to examine the Premises or to show them to any mortgagee, prospective mortgagees or purchasers of the Property, or any part thereof, or for the purpose of performing maintenance and repairs required hereunder or to make alterations in or to the Premises to the extent permitted or required hereunder or as may be required under laws or regulations issued by any competent authority or as may be mutually agreed upon by Landlord and Tenant. During that period which is three (3) months prior to the Expiration Date, Landlord may enter the Premises in order to exhibit the same to prospective tenants.

16. Damage or Destruction. Tenant agrees to notify Landlord promptly of the occurrence of any damage to the Premises. In the event of damage to the Premises, to the extent that Tenant shall continue to have convenient access to the Premises and no more than twenty-five percent (25%) of the Premises shall be rendered unfit for Tenant's use thereof, Landlord shall repair the damage promptly and diligently, but in any event within thirty (30) days of such damage. To the extent Tenant shall not have convenient access to the Premises or more than twenty-five (25%) of the Premises shall be rendered unfit for Tenant's use or occupancy, Tenant shall have the option of either terminating this Lease, or permitting Landlord to promptly and diligently repair such damage within sixty (60) days of the occurrence of the same, in which event the Base Rent shall be equitably abated during such period of repair. In the event that Landlord shall not have repaired such damage within such 60-day period, Tenant shall have the option of either terminating this Lease or granting Landlord an additional period of time in which to complete such repairs. In the event that the Premises shall be wholly untenable or unfit for occupancy, this Lease shall automatically terminate upon the date of the occurrence of such damage. In the event of any termination of this Lease arising out of damage to, or destruction of, the Premises in accordance with the provisions of this Section 16, then, following an apportionment of the Rent up to the date of such damage or destruction, this Lease shall thereafter be of no further force or effect so that neither Landlord nor Tenant shall have any further rights, duties or obligations hereunder as of the date of such termination.

17. Eminent Domain. If all of the Premises, shall be taken by eminent domain by any competent authority, or such portion of the Property shall be taken so as to render the Premises unfit for Tenant's use thereof, then this Lease shall forthwith terminate as of the date title vests in the taking authority and the Rent shall be apportioned as of such date. Tenant shall have the exclusive right in any proceeding with respect to any award payable for Tenant's moving expenses and the value of the remainder of the Term.

In the event of a taking of a portion of the Property by eminent domain which does not result in the Premises being unfit for Tenant's use thereof (as shall be reasonably determined by Tenant) then this Lease shall continue in full force and effect and Landlord shall promptly take such actions as may be necessary to reconfigure the remaining portions of the Premises, and the Rent shall be abated during the carrying out of such reconfiguration work by Landlord. In the event of a material decrease in the area of the Premises following such reconfiguration, the Base Rent payable by Tenant for the remainder of the Term shall be reduced proportionately on a square footage basis.

18. Surrender. On the Expiration Date or upon any earlier termination of the Term, Tenant shall quit and surrender the Premises, to Landlord in good order, condition and repair, except for ordinary wear and tear, and conditions requiring repairs, which are not required to be made by Tenant hereunder. Tenant shall remove all of Tenant's property and shall repair or pay the cost of repairing any damage to the Premises or the Building resulting from such removal.

19. Default and Damages. (a) Any of the following shall constitute an "Event of Default" under this Lease:

(i) if Tenant shall default in the payment of any Rent, on any day upon which the same is due, and such default shall continue for ten (10) days thereafter; or

(ii) if Tenant shall do, or fail to do, or permit to be done, whether by action or inaction, anything contrary to any of Tenant's obligations hereunder, and if such situation shall continue and shall not be remedied by Tenant within thirty (30) days after Landlord shall have delivered to Tenant a notice specifying the same, or, in the case of a situation which cannot with due diligence be cured within a period of thirty (30) days, if Tenant shall not within such 30-day period advise Landlord of Tenant's intention duly to institute all steps necessary to remedy such situation, and duly institute within such 30-day period and thereafter diligently prosecute to completion, all steps necessary to remedy the same.

(b) Following an Event of Default, Landlord shall have the immediate right, at Landlord's election:

(i) to terminate this Lease by giving Tenant not less than thirty (30) days written notice of Landlord's election to terminate, and

(ii) regardless of whether Landlord shall have terminated this Lease, and without any demand or notice whatsoever, to re-enter the Premises, and take the same by summary process proceedings or by other action, without being liable for any damages therefor.

If Landlord elects to re-enter and take possession of the Premises, and regardless of whether Landlord shall have terminated this Lease, Landlord may (but shall be under no obligation to) re-let the whole or any part of the Premises on behalf of Tenant for a period equal to, or greater or less than, the remainder of the Term, at such rent and upon such terms and conditions as Landlord shall determine reasonable, to any tenant that Landlord may consider suitable and for any use or purpose Landlord may deem appropriate. Landlord shall not be liable for failure to re-let the Premises, and Landlord shall thereafter be entitled to receive such rent or other income obtained by Landlord pursuant to any such re-letting, which sums shall be set off against the Rent payable by Tenant hereunder.

20. Option Space. Tenant shall have no option, priority or entitlement in the event that additional space in any of the Buildings shall become available during the Term, to lease such additional space upon the same terms, conditions and obligations as are applicable to the Premises.

21. Parking. Tenant, and Tenant's employees, students, visitors and guests, at no additional charge, shall have the right to use, on a non-exclusive basis and in common with the other tenants or occupants of the Buildings, the unreserved spaces in the surface parking lot situated on the Property during normal operating hours, it being understood and agreed that Landlord has the use of the parking lot on weekends to the extent that Tenant does not normally operate. Landlord and Tenant agree to share the parking lot in a cooperative manner on weekend days when Tenant normally operates and Landlord uses the parking area. Tenant's entitlement to parking during non-weekend periods shall be limited to its proportionate share of the spaces available based upon the space occupied in the Buildings.

22. Holding Over. In the event that Tenant shall remain in in possession of the Premises on and after July 1, 2019, without having executed a new written lease with Landlord, such holding over for a period of up to Ninety (90) days without execution of a written lease agreement with Landlord shall, unless Landlord shall have provided written notice to the contrary, constitute a permitted holdover but at a Holdover Base Rent of Seventy Four Thousand Two Hundred Twenty Five 00/00 Dollars (\$74,225.00) per month (Holdover Base Rent) plus all Additional Rent due under this Lease Agreement;

In the event that Tenant shall remain in in possession of the Premises on October 1, 2019, without having executed a new written lease with Landlord, such holding over holding over shall be in violation of this Lease Agreement, constitute a Default hereunder and provide Landlord with the right to commence a Summary Process action in Connecticut Housing Court. Tenant hereby acknowledges this Holdover provision and expressly consents to service of process as set forth below in Section 23 and authorizes Landlord to consent, on behalf of Tenant, to a Judgment of Possession in such action.

Tenants express consent is herein set forth by Tenant's authorized signatory initials hereto. _____

Tenant shall at all times it is in occupancy of space in the Premises on and after July 1, 2018 and for so long as it remains in occupancy, be responsible for the Holdover Base Rent plus all Additional Rent for each month or portion thereof it so remains in occupancy.

23. Notices. Any notice, approval, request, consent, bill, statement or other communication required or permitted to be given, rendered, served or made by either party hereto, shall be in writing and shall be delivered personally or sent by certified or registered United States Mail, postage prepaid, return receipt requested.

To Landlord: Robert C. Viani
New Haven Plaza, LLC
540 Ella Grasso Boulevard
New Haven, CT 06519

To Tenant: Michael J. Pinto, Chief Operating Officer
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

24. Rights of Landlord: Non-Waiver. The failure of Tenant to enforce or insist upon performance of any of the covenants and/or conditions contained in this Lease shall not be construed as a waiver of any other covenant or condition, or as a waiver of any future right to enforce or insist on the performance of the same covenant or condition.

25. Successors. The terms and conditions of this Lease shall be binding upon the respective successors in interest of Landlord and Tenant.

26. Brokerage. Landlord and Tenant each represent to the other that neither has retained a real estate broker.

27. Notice of Lease. It is agreed and understood that neither Landlord nor Tenant shall seek to record this Lease (or any notice thereof) on the New Haven Land Records.

28. Terms and Paragraph Headings. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in any gender include other genders. The paragraph headings of this Lease are inserted for convenience of reference only.

29. Prior Agreements, Amendments. This Lease contains the entire agreement between Landlord and Tenant with respect to Tenant's occupation of the Premises, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing, signed by both Landlord and Tenant or their respective successors in interest. Landlord and Tenant acknowledge that all prior agreements; representations and negotiations with respect to the Premises are deemed superseded by the execution and delivery of this Lease to the extent that they are not incorporated herein.

30. Separability. Any provision of this Lease, which shall prove to be invalid or illegal shall in no way affect, impair or invalidate any other provision of this Lease, and all such other provisions shall remain in full force and effect.

31. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent reserved hereunder shall be deemed to be other than on account of the full amount due. Notwithstanding the foregoing, Landlord may accept a lesser amount without any prejudice whatsoever to Landlord's right to recover the balance due, regardless of any endorsement on the check (or other means of payment used by Tenant) that the same is in accord and satisfaction of the sum due, and/or to pursue any other remedy provided for in this Lease.

32. Governing Law. This Lease is made under and shall be construed in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of June , 2019 but effective as of July 1, 2019.

WITNESSES:

NEW HAVEN BOARD OF EDUCATION

By: _____
Darnell Goldson
President
Duly Authorized

WITNESSES:

NEW HAVEN PLAZA, LLC

By: _____
Robert C. Viani
Co-Manager
Duly Authorized

Exhibit A

The totality of the Building known as 580 Ella Grasso Boulevard consisting of 40,000 square feet; plus

The portion of the Building known as 560 Ella Grasso Boulevard, which is currently vacant consisting of 35,000 square feet, is not part of the Premises under this Lease

The space currently occupied by Workforce Alliance consisting of 22,000 square feet of space is not part of the Premises under this Lease.

It is agreed that the totality of the Building known as 540 Ella Grasso Boulevard consisting of 32,000 square feet of space is not part of the Premises under this Lease.