



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee

**From:** Erik Patchofsky, Director of Athletics  
Department of Physical Education, Health/Athletics/Floyd Little Athletic Center

**Date:** July 31, 2023

**Re:** Agreement with Adriana International Inc. (Athletic Trainers Solutions) to provide athletic training services that include prevention, medical care, and rehabilitation of student-athletes.

**Answer all questions** and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

| Company Information   |  |            |
|---|--|------------|
| Vendor Name:  | Adriana International Inc.   |            |
| Doing Business as:<br>(DBA)   | Athletic Trainer Solutions   |            |
| Vendor Address:   | 5 Nathans Path, Wallingford, CT 06492  |            |
| Vendor Contact Name:  | Ed Kravitz   |            |
| Vendor Contact Email:   | <a href="mailto:edk@athletictrainersolutions.com">edk@athletictrainersolutions.com</a> |            |
| Is the contractor a minority or women owned small business?                                 |  | No         |
| Agreement/Contract Information  |  |            |
| New or Renewal Agreement/Contract?  |  | Renewal    |
| Effective Dates: (mm/dd/yy)<br><small>Multi-yrs. require Board of Aldermen approval</small> | From 8/1/23  | To 6/30/24 |
| Total Amount:<br><small>If Multi-yr. include yr. to yr. breakdown</small>                   | \$60,000.00  |            |
| Funding Source Name:<br>Acct. #:  | 190-404-00-56689   |            |
| Contract #:<br><small>(Local or State)</small>  |  |            |



NEW HAVEN PUBLIC SCHOOLS

**Key Questions:**

**1. What specific service will the contractor provide:**

To provide athletic training services which include the prevention care and rehabilitation of student athletes.

**2. How was the contractor selected?** *\*Attach appropriate supporting documents*

- ☐ Quotes
- ☐ Sealed Bid # \_\_\_\_\_
- ☒ Sole Source # \_\_\_\_\_
- ☐ RFP# \_\_\_\_\_
- ☐ State Contract # \_\_\_\_\_
- ☐ Exempt Professional
  - ☐ Accountant
  - ☐ Actuary
  - ☐ Appraiser
  - ☐ Architect
  - ☐ Artist
  - ☐ Dentist
  - ☐ Engineer
  - ☐ Expert Professional Consultant
  - ☐ Land Surveyor
  - ☐ Lawyer
  - ☐ Physician/Medical Doctor

**3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:**

**a. Please explain how the vendor was chosen?** *\*Attach Vendor Proposal*

Conducted a statewide search -- there is a shortage of Athletic Trainers and/or services. This company is providing the athletic trainer/sports medical services needed for our student-athletes.

**b. Who were the members of the selection committee?** *(Minimum 3 members required)*

Athletic Director



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**Key Questions: - Continued**

**4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?**

Yes, Adriana International, Inc have fulfilled all of the obligations under the existing contract.

**5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much?** \*Attach Renewal Letters

No.

**6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?**

N/A

**7. Is this a service that existing staff could provide? Why or why not?**

No.



# NEW HAVEN PUBLIC SCHOOLS

## **Agreement/Contract Processing Checklist**

*To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.*

**Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement Contract Checklist\2022-2023**

|  |  |
|--|--|
| <b>1. Has this vendor performed service(s) in prior fiscal years? Yes</b>  |  |
| If Yes,  | Vendor # <u>13916</u>  |
| If No or New,  | Vendor must provide completed W9   |
| <b>2. A quotes or proposal submitting regarding the agreement/contract.</b>  |  |
| If RFP   | Attach Vendor Submitted  |
| Other  | Copy of State Contract, Quotes, etc.   |
| <b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b><br><br><b>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></b><br><b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b> |  |
| Rider 300  | Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation            |
| Rider 305  | Professional Services – Onsite Umbrella; No Auto; No Workers Compensation            |
| Rider 310  | Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation            |
| Rider 315  | Professional Services – Onsite Umbrella; w/ Youth under 21                           |
| Rider 320  | Professional Services – Offsite; No Auto; No Workers Compensation                    |
| Rider 325  | Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21 |
| Rider 330  | Professional Services – Offsite Attorney; No Auto; No Workers Compensation           |
| Rider 335  | Professional Services – Onsite; Physician/Dentist; No Auto                           |
| Rider 340  | Professional Services – Onsite Physician/Dentist w/ Youth under 21                   |
| Rider 345  | Professional Services – Onsite Temp Nurses   |
| Rider 350  | Professional Services – Cyber – Onsite   |
| Rider 355  | Professional Services – Cyber – Offsite  |
| <b>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</b>  |  |
| Emailed Disclosures are acceptable.  |  |



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Adriana International Inc.

Doing Business As, if applicable: Athletic Trainers Solutions

Business Address: 5 Nathans Path, Wallingford, CT 06492

Business Phone: 860-805-7259

Business email: [edk@athletictrainersolutions.com](mailto:edk@athletictrainersolutions.com)

Funding Source & Acct # including location code: 190-404-00-56689

Principal or Supervisor: Erik Patchkofsky

Agreement Effective Dates: From 08/01/23 To 06/30/24

Hourly rate or per session rate or per day rate. \$240.00 per session (game/practices)

Total amount: \$60,000.00

Description of Service: To provide athletic training services which include prevention, medical care and rehabilitation of student-athletes.

Submitted by: Erik Patchkofsky Phone: 475-220-1100



NEW HAVEN PUBLIC SCHOOLS

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

**(ADRIANA INTERNATIONAL INC. dba ATHLETIC TRAINING SOLUTIONS)**

FOR DEPARTMENT/PROGRAM:

**(Department of Physical Education, Health/Athletics/Floyd Little Athletic Center)**

This Agreement entered into on the 28th day of July 2023, effective (*no sooner than the day after Board of Education Approval*), the 1st day of August, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Adriana International, Inc. dba Athletic Trainers Solution located at, 5 Nathans Path, Wallingford, CT 06492 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$ 240.00 per day, hour or session, for a total of 250 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Sixty Thousand Dollars and No Cents (\$60,000.00). 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 Athletics Program of the New Haven Board of Education, **Account Number:** 190-40400-56689 **Location Code:** 00.

This agreement shall remain in effect from August 1, 2023 to June 30, 2024. However, the agreement can be terminated by either party given a 30 days' written notice.

**SCOPE OF SERVICE:** The professional services to be performed by the Contractor shall, in general, consist of: athletic training services for all sport team and events, including the prevention, care and rehabilitation of student-athletes for the New Haven Athletics Department.

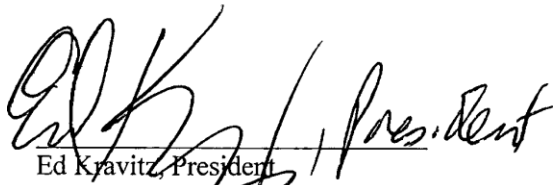
**Exhibit A: Scope of Service:** the services of the contractor with New Haven Public Schools, Athletic Department as more fully described in the Memorandum of Understanding attached hereto as Exhibit A, which is incorporated herein and made in part of this agreement.

**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 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.



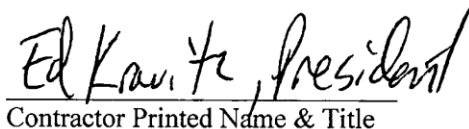
Ed Kravitz, President  
Adriana International Inc,  
DBA Athletic Trainer Solutions

7/28/23

Date

\_\_\_\_\_  
Yesenia Rivera, President  
New Haven Board of Education

\_\_\_\_\_  
Date

  
Contractor Printed Name & Title



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 to 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.



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## **MEMORANDUM OF UNDERSTANDING BETWEEN ADRIANA INTERNATIONAL, INC. DBA ATHLETIC TRAINER SOLUTIONS AND NEW HAVEN ATHLETICS**

This **Memorandum of Understanding** (hereinafter referred to as “**MOU**”) is not a contract but an understanding of terms entered by **ADRIANA INTERNATIONAL, INC. DBA ATHLETIC TRAINER SOLUTIONS** (hereinafter referred to as “**The Agency**”) having an address at 5 Nathans Path, Wallingford, CT 06492 and **New Haven Athletics** (hereinafter referred to as “**NHA**”) with a principal place of business at 480 Sherman Parkway, New Haven, CT 06511).

### **1. TERMS**

This MOU shall be effective as of **Date**, and end on **Date** unless terminated by the parties pursuant to Section 15 below. This MOU can be extended for five years with the written consent of both parties.

### **2. DESCRIPTION OF THE PARTNER AGENCY**

Athletic Trainer Solutions is a placement agency for athletic directors and event operators in need of licensed Athletic Trainers to cover practices, games, tournaments and camps.

### **3. RELATIONSHIP OF THE PARTIES**

Neither The Agency nor any of its directors, officers, partners, members, agents or employees shall be, or deemed to be an officer, agent, or employee of NHA or be entitled to any benefits of NHA such as not limited to, vacation pay, sick leave, health or life insurance, workers' compensation, and/ or pension or retirement benefits.



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## **4. THE ROLE OF THE AGENCY**

Adriana International Inc. dba, Athletic Trainer Solutions (ATS) assigns independent contractor Athletic Trainer (AT) coverage primarily for games and practices as needed. ATS assigns AT coverage based on the availability of independent contractor Athletic Trainers (AT) to cover games and practices. ATS does not guarantee AT coverage for any of NHA Schools games or practices. ATS will do our best to assign AT coverage for NHA Schools sporting events and practices per Erik Pachkofsky, New Haven Athletics, City Wide Athletic Director and coordinating athletic trainer coverage with each NHA building Athletic Director that ATS assigning AT coverage.

## **5. COMPENSATION**

Adriana International Inc. dba Athletic Trainer Solutions (ATS) will invoice New Haven Athletics (NHA) \$240.00 per game or practice that ATS Assigns AT coverage monthly. Games or practices that go past three hours will be invoiced at a prorated \$80.00 per hour for each additional AT hour a game or practice lasts over three hours. ATS will invoice New Haven Athletics \$240.00 for each game or practice canceled less than 2 hours before the start of game time or practice start time, where the AT, ATS assignor Ed Bruce and Ed Kravitz are notified of the cancelation before two hours of the start time of the game or practice for the assigned AT.

## **6. INDEMNIFICATION AND HOLD HARMLESS**

6.1 The Agency hereby agrees to defend, indemnify, and hold harmless NHA, New Haven Public Schools and the City of New Haven (the "City"), and their respective officials, agents, and employees (the "Indemnified Parties") against all suits, claims, loss, liability, damage, penalty, expense, or fee, including attorneys' fees, or other costs or obligations of every nature arising out of a consequence of negligent acts, omissions, or negligence The Agency, its subcontractors, and/or any of their respective employees, agents, contractors, suppliers, and/or representatives in the performance of this Contract.



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6.2 In addition, The Agency also hereby agrees to defend, indemnify and hold harmless the Indemnified Parties against all suits, claims, loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations of every nature that (a) are brought by or on behalf of any employee, agent or other personnel of The Agency or any subcontractor of The Agency performing services under the Contract or working at the premises of NHA.

6.3 This Section shall survive the termination or expiration of the Contract.

## **7. INSURANCE**

|                             |                   | (Minimum Limits) |
|-----------------------------|-------------------|------------------|
| General Liability Insurance | Each Occurrence   | \$1,000,000      |
|                             | General Aggregate | \$2,000,000      |
| Professional Liability      | Each Claim        | \$1,000,000      |
|                             | Aggregate         | \$1,000,000      |

Original completed Certificates of Insurance must be presented to NHA prior to contract issuance. The Agency agrees to provide replacement/renewal certificates 10 days prior to the expiration date of the policies.

## **8. GOVERNING LAW**

This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut. The Agency agrees to comply with the laws of the State of Connecticut and the City of New Haven.



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## **9. ASSIGNMENT**

This MOU may not be assigned in whole or in part by any Party without the written consent of the other Party.

## **10. AMENDMENTS**

This MOU may not be amended, modified or supplemented except by a writing signed by parties hereto that specifically refers to this MOU.

## **11. ENTIRE AGREEMENT**

This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written, or oral, between the parties hereto and concerning the subject matter hereof.

## **12. NO WAIVER**

Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.

## **13. SUCCESSOR AND ASSIGNS**

This MOU shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.



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#### **14.SEVERABILITY**

NHA and The Agency understand and agree that if any part, term, or provision of this MOU is held by any court to be invalid or in conflict with applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal, or in conflict with any applicable law.

#### **15.TERMINATION**

NHA or The Agency may terminate this Agreement at any time by giving thirty (30) days prior written notice thereof to the other party.

#### **16.FORCE MAJEURE**

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performing such acts beyond its reasonable control including, without limitation, an unforeseeable event or circumstance; acts of God, acts of war, terrorism, Covid 19 exposure or illness or fears of it, or civil unrest, hurricanes, floods, medical epidemics, or outbreaks, and natural disasters. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

#### **17.NOTICES**

All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communication necessary for day-to-day operation, shall be deemed properly given if hand delivered or sent by the United States registered or certified mail, postage prepaid, or overnight courier, to the address first set forth above or to such addresses as either party hereto may supply to the other in accordance with this section.



# **ATHLETIC**

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### **18. COUNTERPARTS**

This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.

### **19. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

The Agency agrees to abide by all the applicable provisions of the New Haven Municipal Code, state law, and federal law regarding anti-discrimination in employment in performing this Contract. The Agency or any of its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, age, sex, sexual orientation, gender identity or expression, genetic information, disability, marital status, present or past medical history of mental disorder, intellectual disability, or learning disability.

### **20. SUBCONTRACTS**

The Agency may subcontract a portion of the Services to be provided under this Contract with the prior written consent of NHA.



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## **21. DATA, DOCUMENTS, REPORTS AND RECORDS**

The Agency shall furnish NHA with all such data, documents, reports and other information concerning Services performed pursuant to this Contract as may be required by NHA from time to time. All information, data, documents, reports and other information created or prepared by The Agency in performance of this Contract, including all unfinished or partially completed work; shall be the sole and exclusive property of the NHA and shall not be made available to any individual or organization without the prior written consent of NHA.

Upon completion or termination of this Contract, if requested by NHA, The Agency shall deliver to NHA electronic copies in Word format and machine reproducible copies of documents, reports, or other information created or prepared by The Agency pertaining to this Contract. The provision shall survive the termination of the Contract.

## **22. INDEPENDENT CONTRACTOR**

NHA and The Agency acknowledge and agree that The Agency is an independent contractor of NHA and the Agency are not joint ventures, partners, or otherwise related to each other in any capacity as a result of this Contract. It is specifically agreed The Agency is not an employee of NHA or New Haven Public Schools; that independent contractors performing services under this Contract will solely be independent contractors of The Agency and not employees of NHA and New Haven Public Schools.

It is expressly understood and agreed this is a Contract for Services and not a Contract of Employment, so The Agency, its subcontractors and their respective independent contractors shall not be entitled to any benefits such as vacation, sick leave, insurance, or workers' compensation or retirement benefits from the City of New Haven, NHA and New Haven Public Schools.





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## **23. CRIMINAL BACKGROUND CHECKS**


New Haven Public Schools and NHA bars any individual listed on any Sexual Offender Registry from school premises. The Agency shall have conducted a criminal background check on all independent contractors working under this contract and confirms no one has been convicted of a "crime of moral turpitude".

## **24. COMPLIANCE WITH LAWS/HIPAA**

The parties will comply with all applicable rules and regulations of all governmental, regulatory and accreditation authorities, including all applicable patient privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA). At such time as it is required by law, the parties will enter into a business associate agreement in whatever form(s) deemed appropriate by each of the parties to comply with the requirements of the regulations addressing the privacy and security of individually identifiable patient health information

The Parties shall be legally bound by the execution of this Contract and any addendum by affixing their signatures

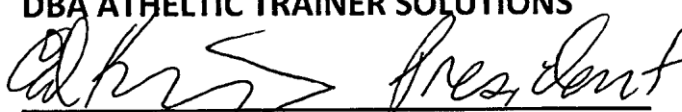
### **NEW HAVEN ATHLETICS**

  
\_\_\_\_\_  
Erik Patchkofsky Athletic Director  
Or, Authorized Signatory/Designee

7/31/23

\_\_\_\_\_  
Date

### **ADRIANA INTERNATIONAL INC, DBA ATHLETIC TRAINER SOLUTIONS**

  
\_\_\_\_\_  
Ed Kravitz, President

7/31/23

\_\_\_\_\_  
Date

# CITY OF NEW HAVEN

New Haven, Connecticut 06510



## DISCLOSURE & CERTIFICATION AFFIDAVIT

### EVERY SECTION MUST BE COMPLETED

For help completing this form contact 203-946-8201

|                         |   |
|-------------------------|---|
| Contractor/Vendor Name: | Adriana International Inc. DBA Athletic Trainer Solutions |
| Address:                | 5 Nathans Path, Wallingford, CT 06492                     |
| Telephone and/or Fax #: | 860.805.7259  |
| Email Address:          | ed@athletictrainer solutions.com                          |
| Contact Person:         | Ed Kowitz   |

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- |     |   |
|-----|---|
| (a) | "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.  |
| (b) | "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city. |
| (c) | "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.   |
| (d) | "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.   |

|  |  |
|--|--|
| State of   | County of  |
| I, <u>Ed Kowitz</u><br>(type or print your name above)   | being first duly sworn, hereby deposes and says that:  |
| 1.   | I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.   |
| 2a.  | I am the corporate secretary or majority owner (including sole proprietorship) of <u>Adriana International Inc DBA Athletic Trainer Solutions</u><br>Insert Company Name above   |
| 2b.  | Or I am an individual and my name is: _____<br>if an individual, insert your name above  |
| 3.   | I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.  |
| 4.   | Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).  |
| 4a.  | As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.   |
| 4b.  | The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.  |
| 4c.  | The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default. |
| 5.   | Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.  |
| 6.   | Please select the applicable representation about the Contractor's business registration.  |
| 6a.  | Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #: <u>1286601</u><br>Insert State Registration # above   |
| 6b.  | Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #: _____<br>Insert State Registration # above   |
| 6c.  | Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of _____<br>Please insert State name above  |
| Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A) |  |

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

|   | Name | City Affiliation Role & Time Frame | Contractor Affiliation Role & Time Frame | DOB |
|---|------|------------------------------------|--|-----|
| 1 | N/A  |                                    |  |     |
| 2 |      |                                    |  |     |

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

|   | Name of Contractor or Affiliate | Affiliation (if applicable) | Contract Number | DOB |
|---|---------------------------------|-----------------------------|-----------------|-----|
| 1 | Admana International Inc        |                             | A22-1905        |     |
| 2 |                                 |                             |                 |     |

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

|   | Organization Name | Address | Type of Ownership |
|---|-------------------|---------|-------------------|
| 1 | N/A               |         |                   |
| 2 |                   |         |                   |

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

|   | Name | Title | % of Ownership | DOB |
|---|------|-------|----------------|-----|
| 1 | N/A  |       |                |     |
| 2 |      |       |                |     |

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

|   | TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|---|------------|---------------------------------|-----------------------------|
| 1 | N/A        |                                 |                             |
| 2 |            |                                 |                             |

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

|   |  |                            |                  |
|---|--|----------------------------|------------------|
| Signature & Title of person completing this form: |  |                            |                  |
| THIS FORM MUST BE NOTARIZED                       |  | NOTARY SEAL (if available) |                  |
| Signature of Notary:                              |  | Knuten Pardo               |                  |
| Subscribed and sworn to, before me on this:       |  | 31                         | Day of JULY 2023 |
| My Commission Expires:                            |  | 3-31-2028                  |                  |

*This form should be mailed or emailed to the contracting department or included with a specific solicitation.*

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

# CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY  
C/O: American Professional Agency, Inc.  
95 Broadway, Amityville, NY 11701  
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

**THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.**

Name and Address of Named Insured:  
ADRIANA INTERNATIONAL INC  
DBA/ATHLETIC TRAINER SOLUTIONS  
5 NATHANS PATH  
WALLINGFORD CT 06492

Blanket Coverage  
CORPORATION  
EDWARD KRAVITZ

Location of Operations: N/A  
(If different than address listed above)

## Claim History:

| Coverages                  | Policy Number | Effective Date | Expiration Date | Limits of Liability    |
|----------------------------|---------------|----------------|-----------------|------------------------|
| PROFESSIONAL/<br>LIABILITY | 5040-2008     | 1/05/2023      | 1/05/2024       | 1,000,000<br>3,000,000 |
| BLANKET COVERAGE           |               |                |                 |                        |

**NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.**

## Comments:

### This Certificate Issued to:

Name: ADRIANA INTERNATIONAL INC  
ATHLETIC TRAINER SOLUTIONS  
Address: 5 NATHANS PATH

WALLINGFORD CT 06492

APA-AHP 00024 00(11/20)

  
Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/28/2023

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

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

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>SUGGS INSURANCE, LLC<br>33 CANTERBURY LANE<br>WINDSOR CT 06095-                                       |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (860) 688-5445<br>E-MAIL ADDRESS: bsuggs@snet.net<br>FAX (A/C, No): (860) 688-5993                   |  |
| <b>INSURED</b><br>ADRIANA INTERNATIONAL INC<br>DBA ATHLETIC TRAINER SOLUTIONS<br>5 NATHANS PATH<br>WALLINGFORD CT 06492- |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: KINSALE INSURANCE COMPANY<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

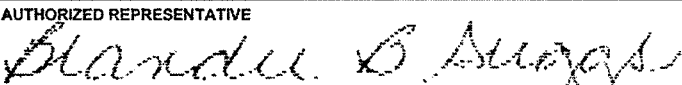
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 0100127991-0  | 10/01/2022              | 10/01/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |               | / /                     | / /                     | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          |               | / /                     | / /                     | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |               | / /                     | / /                     | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
|          |  |           |          |               | / /                     | / /                     |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

New Haven Public Schools included as additional insured as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| ( ) -<br><br>New Haven Public Schools<br>54 Meadow St.<br><br>New Haven CT 06519- | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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