

NEW HAVEN BOARD OF EDUCATION  
AMENDMENT TO AGREEMENT

CONTRACTOR: All Pointe Home Care, LLC AMENDMENT: 1

GRANT NO: 2504-5034-56903-00 AGREEMENT NO. 95034620

GRANT NAME: IDEA Handicapped Special Funds Account DATE: 04/21/2021

FUNDING SOURCES OF AGREEMENT: 2504-5034-56903-00

ORIGINAL AMOUNT OF AGREEMENT: \$ 24,500

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 24,500

√ ACTUAL OR      ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 7,500

√ INCREASE OR      DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 32,000

FUNDING SOURCES FOR AMENDMENT: IDEA Handicapped Special Funds Account #, 2504-5034-56903-00.

DESCRIPTION AND NEED FOR AMENDMENT: To change the contract start date from March 09, 2021 to February 23, 2021 increasing the number of contracted days from 70 days to 80 days.

Also to increase the hours per day from 7 hours per day to 8 hours per day, also increasing the dollar amount as stated in the original contract, by \$7,500 at rate of \$50.00 per hour (to cover the additional 10 days and the additional 1 hour per day increase). Thus the new amount of the contract to \$32,000

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

CONTRACTOR'S SIGNATURE:  4/21/2021  
(Signature) (Date)

NEW HAVEN BOARD OF EDUCATION:

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NEW HAVEN PUBLIC SCHOOLS

AGREEMENT NO. 95034620

**AGREEMENT**

**By And Between**

**The New Haven Board of Education**

**AND**

**All Pointe Home Care, LLC**

**FOR DEPARTMENT/PROGRAM:**

**Student Services/Special Education Department**

This agreement entered into on the 16<sup>th</sup> day of February, 2021 effective the 9<sup>th</sup> day of March, 2021 by and between the New Haven Board of Education (herein referred to as the "Board") and, All Pointe Home Care, LLC, 675 West Johnson Avenue, Cheshire, CT 06410 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required at a rate of \$50.00 per hour for a maximum of and for a total 7 hours per day/or session, for a total of 14 weeks/70 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Twenty Four Thousand Five Hundred Dollars (\$24,500). 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 Program of the New Haven Board of Education, Account Number: 2504-5034-56903. (pending receipt of funds) Location Code: 0000

This agreement shall remain in effect from March 09, 2021 to June 30, 2021.

**SCOPE OF SERVICE:**

1. The CONTRACTOR shall provide any clinical supervision and direction to the NURSE that is necessary for the CONTRACTOR to perform its obligations under this AGREEMENT, including the on-call services of an appropriately trained and licensed registered nurse to support the NURSE. The CONTRACTOR shall be solely responsible for the acts or omissions of the NURSE and of other employees or agents of the CONTRACTOR. Nothing in this AGREEMENT shall be construed as treating this NURSE or the CONTRACTOR as employees or agents of the BOARD, or to entitle the NURSE or the CONTRACTOR to any rights and privileges of employment or agency by the BOARD. Nothing in this Agreement shall be construed to prohibit the authority of the School Nurse or any member of the school staff to exercise appropriate supervision or control over the provision of health or medical services to the STUDENTS in any good faith case of emergency or reasonable necessity.

2. **CONSULTATION:** The parties agree that the NURSE shall engage in ongoing consultative sessions as necessary with the School Nurse ("the SCHOOL NURSE"), as well as with BOARD staff, to ensure the proper provision of nursing services in accordance with the needs of the STUDENT. The CONTRACTOR agrees that the NURSE must at all times maintain familiarity with the STUDENT'S needs as set forth in the current IHCP.
  
3. The CONTRACTOR agrees that the following constitute the responsibilities of the NURSE while accompanying the STUDENT at school and at all school activities during the school day and the CONTRACTOR shall cause the NURSE to perform in a professional and responsible manner:
  - (a) The NURSE, while at school, shall be exclusively responsible for the STUDENT'S daily nursing care and medical treatment, including, but not limited to, suctioning as needed, gastrostomy tube feedings as prescribed by physician, and diapering/changing as needed as required by the STUDENT'S IHCP; provided, however, nothing in this Agreement prevents or precluded any other party from taking actions that such party deems necessary or appropriate in the event of an emergency or otherwise;
  - (b) The SCHOOL NURSE, in conjunction with the STUDENT'S parent, shall provide training to the NURSE as needed regarding the STUDENT'S specific healthcare needs;
  - (c) The STUDENT'S parent has provided the school with the necessary equipment for the suctioning and tube feedings, or any other equipment that is necessary to provide care which will travel with the student throughout the day.
  - (d) The NURSE shall accompany the STUDENT at all times in the School during the School day; and while being transported to and from school.
  - (e) The NURSE shall become thoroughly familiar with the STUDENT'S IHCP and with any other plans required by the STUDENT, including but not limited to, emergency and evacuation plans, and shall be prepared to carry out these procedures. The school shall provide the NURSE with information regarding such procedures. During any such procedure, the NURSE shall ensure the STUDENT'S safety, and in the event of a fire drill or other evacuation procedure, shall have responsibility, in conjunction with the STUDENT'S teacher or paraprofessional, for evacuating the STUDENT and necessary medical supplies from the building;
  - (f) The NURSE shall continually apprise the family and school of the STUDENT'S health status and of any changes in the STUDENT'S medical treatments, nursing care, and/or related procedures;
  - (g) The NURSE shall report concerns regarding equipment and supplies to the School;
  - (h) The NURSE shall report to the School if he/she becomes ill during the course of the day and shall, if at all possible, continue to supervise the STUDENT until a

designated substitute nurse can take over or the STUDENT'S parent or guardian removes the STUDENT from school;

- (i) The NURSE shall adhere to the American Nurses Association's Code of Ethics for Nurses with Interpretive Statements (2001);
- (j) The NURSE shall adhere to all the policies, procedures, rules and regulations of the School and of the Connecticut Department of Health, State Board of Examiners for Nursing, as applicable;
- (k) The NURSE and/or a representative of the CONTRACTOR shall participate as necessary in routine conferences regarding the STUDENT at no additional cost to the BOARD and shall also participate in the development, revision and/or evaluation of the IHCP in conjunction with the STUDENT'S parent or guardian and representatives of the BOARD as well as the School;
- (l) The NURSE shall not disclose to any individual any information obtained in the course of the school day regarding the STUDENT other than to appropriate school personnel and to the parent or guardian of the STUDENT in accordance with the procedures of the BOARD. The NURSE shall not disclose to any individuals any information obtained in the course of the school day regarding any other student, and shall ensure that the confidentiality rights of STUDENT and of all students shall be protected;
- (m) The NURSE shall maintain a daily log of the nursing care that he/she has provided to the STUDENT, as well as the medical status of the STUDENT.

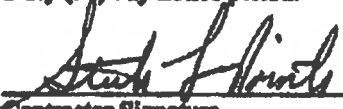
**Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.**

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

**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.

  
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Contractor Signature

1/28/2021  
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Date

  
\_\_\_\_\_  
New Haven Board of Education

February 25, 2021  
\_\_\_\_\_  
Date

Stephen A. Poite  
\_\_\_\_\_  
Contractor Name Printed or Typed