



**NEW HAVEN PUBLIC SCHOOLS**

**AGREEMENT COVER SHEET**

**CONTRACTOR FULL NAME:** All Pointe Home Care, LLC

**DOING BUSINESS AS, IF APPLICABLE:**

**BUSINESS ADDRESS:** 675 West Johnson Avenue, Cheshire, CT 06410

**BUSINESS PHONE:** 203-250-1900

**BUSINESS EMAIL:** slapointe@allpointecare.com

**PREPARED BY:** Department of Student Services

**PRINCIPAL OR SUPERVISOR:** Typhanie Jackson, Executive Director of Student Services/Special Education Department

**AGREEMENT EFFECTIVE DATES:** **From:** 07/05/2023 **To:** 06/30/2024.

**HOURLY/ DAY/or PER SESSION RATE:** \$60.00/per hour for a maximum of 8 hours per day for 182 days for 2 students (\$174,720) and ESY summer program \$60.00 per hour for 5 hours per day for 21 days (\$6,300)

**TOTAL AMOUNT:** \$181,020

**DESCRIPTION OF SERVICE:**

The nurse, while at school and on bus, 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.

In addition, please attach a detailed scope of service and a copy of the Contractor's resume:

Submitted by: Typhanie Jackson Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Typhanie Jackson, Director of Special Education/Student Services  
**Date:** July 10, 2023  
**Re:** Contract for All Pointe Home Care, LLC

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Please answer all questions and attach any required documentation as indicated below. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** All Point Home Care, LLC
2. **Description of Service:**

The nurses, while on/off, to/from school and at school with student, shall be exclusively responsible for the students' 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.
3. **Amount** of Agreement and hourly or session cost: \$60.00 per hour for 8 hours a day for 182 days for 2 students (\$174,720) and summer ESY program \$60.00 per hour for 5 hours per day for 21 days for 1 student (\$6,300). Total amount of this contract \$181,020
4. **Funding Source** and account number: IDEA Handicapped Special Funds Account, account # 2504-5034-56903-0000, Location Code: 0490 (*pending receipt of funds*)
5. **Continuation/renewal or new Agreement?**

**Answer all questions:**

  - a. If continuation/renewal, has the cost increased? If yes, by how much? Renewal/yes increase \$15,635
  - b. What would an alternative contractor cost: comparable cost
  - c. If this is a continuation, when was the last time alternative quotes were requested? Annually.
  - d. For new or continuation: is this a service existing staff could provide. If no, why not? Due to shortage of nursing staff.

**6. Type of Service:**

**Answer all questions:**

- a. Professional Development? N/A
  - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? N/A
- b. After School or Extended Hours Program? N/A
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe) N/A

**7. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? N/A
- b. Is the Contractor Local? N/A
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? N/A
- d. Is the Contractor a public corporation? N/A
- e. Is this a renewal/continuation Agreement or a new service? N/A
- f. If it is a renewal/continuation has cost increased? If yes, by how much? N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: N/A

**8. Contractor Selection:**

**Answer all questions**

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume.  
All Pointe Home Care, LLC's specific skill set is to provide a1:1 nursing care to NHPS students with Developmental Delays. These students are extremely medically fragile, ventilator dependent, receive feedings via his gastrostomy, non-verbal and are dependent on adults for all aspects of life (breathing, feeding, movement and diaper changing). These students have medical orders requiring specialized nursing care around the clock in order to monitor/maintain respiration.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? N/A
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Through the elimination of other contractors.

**9. Evidence of Effectiveness & Evaluation**

**Answer all questions**

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met?  
All Pointe Home Care, LLC will provide a licensed nurse to provide nursing care in the child's daily care and medical treatment, monitor/maintain gastrostomy tube feeding, suctioning and diapering/changing as needed. The evident of effectiveness will be evaluated by ongoing meetings, IEP reviews and staff/parent feedback throughout the 2023-2024 school year.
- b. If this is a renewal/continuation services attach a copy of the evaluation or archival data that demonstrates effectiveness.

c. How is this service aligned to the District Continuous Improvement Plan?

These students have the right to access a Free and Appropriate Education (FAPE) as identified in his Individual Education Plan (IEP). The 1:1 nursing service allows the students the opportunity to have access to and participate in an appropriate educational program that can meet his needs at this time.

10. Why do you believe this Agreement is fiscally sound?

The district is mandated to provide students with the appropriate supports and services in order for them to have equal access to a Free and Appropriate Public Education (FAPE).

11. What are the implications of not approving this Agreement?

The implication of not approving this agreement is that we may not meet the legal requirements in cases where a 1:1 nurse is recommended through a students' IEP.



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**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**  
**All Pointe Home Care, LLC**

FOR DEPARTMENT/PROGRAM:  
**Special Education/Student Services Department**

This Agreement entered into on the 5<sup>th</sup> day of July, 2023, effective (*no sooner than the day after Board of Education Approval*), the 5<sup>th</sup> day of July, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, All Pointe Home Care, LLC located at, 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 the amount of \$60.00 per hour, for a total of 182 days, for 8 hours per day for 2 students and \$60.00 per hour for a total of 21 days for 5 hours per day for the ESY Program for 1 student.

The maximum amount the contractor shall be paid under this agreement: One Hundred Eighty-One Thousand Seven Twenty Dollars (\$181,020). 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 Program of the New Haven Board of Education, **Account Number:** 2504-5034-56903 (*pending receipt of funds*) **Location Code:** 0490.

This agreement shall remain in effect from July 05, 2023 to June 30, 2024.

**SCOPE OF SERVICE:** *In the space below, please provide brief summary 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** on contractor letterhead with all costs for services including travel and supplies, if applicable.

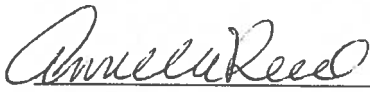
**Exhibit B: Student Data Privacy** - attached

**Exhibit C: Contractor's Declaration Attesting to Compliance with Executive Order No. 13G** – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.

**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

7/10/2023

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Annelie Reed Administrator

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 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.

## CONTRACTOR ASSESSMENT

Vendor Name: All Pointe Home Care, LLC

Project Description: To provide Nursing services for 2023-2024 school year.

Evaluator: Typhanie Jackson

Date: July 10, 2023

	Unacceptable			Excellent		Not applicable
	1	2	3	4	5	N/A
<b>Quality of contractor's Work</b>						
1. Attendance					x	
2. Effectiveness of consultation				x		
3. Ability to communicate with staff and parents				x		
4. Monitor and maintain social emotional behavioral records				x		
5. Appropriate recommendations for student programming				x		
<b>Working relationship of contractors with district</b>						
6. Timely submission of department data					x	
7. Positive feedback from staff and families				x		
8. Collegial, collaborative relationships with building professionals				x		
<b>Implementation of practice across the district</b>						
9. Flexibility in scheduling				x		
10. Team work with teacher and other professionals				x		