



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Delta T. Group

Doing Business As, if applicable:

Business Address: 101 Centerpoint Drive, Suite 112, Middletown, CT 06457

Business Phone: 860-529-2554

Business email: gbrown@deltatg.com

Funding Source & Acct # including location code: ESSER II - ARP IDEA
Account, account # 2554-6404-56903, Location Code: 0490

Principal or Supervisor: Typhanie Jackson, Executive Director of Special
Education/Students Services

Agreement Effective Dates: From August 03, 2022 To June 16, 2023.

Hourly rate or per session rate or per day rate. \$57.00 per hour for a
maximum of 4 hours per day for 193 days for 1 LPN the 2022-2023 school
year

Total amount: \$44,004.00

Description of Service: Please provide a one or two sentence description of
the service. *Please do not write "see attached."*

This contractor will provide 1:1 nursing care to a student with complex
medical needs during transportation to/school and school/to home for the
2022-2023 school year. This service is necessary in order to provide the
student access to a Free and Appropriate Education Program (FAPE) as
identified in the student's Individual Education Plan (IEP)

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 18, 2022
Re: Delta T. Group Hartford, Inc.,

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: Delta T Group

2. Description of Service: The contractor will provide 1:1 Nursing Care for special education student with complex medical needs during the of the 2022-2023 School Year, in order to provide all nursing services required by the student's individual health care plan and maintain constant supervision of the student during transportation to and from home/school and school/home. This service is necessary in order to provide the student access to a Free and Appropriate Education as identified in the students' Individual Education Plan (IEP).

3. Amount of Agreement and hourly or session cost: \$44,004.00.
\$57.00 per hour for 1 LPNs for 193 days @ max 4 hours per day

4. Funding Source and account number: ESSER II ARP IDEA Program, account # 2554-6404-56903, Location Code: 0490

5. Approximate number of staff served through this program or service: None

6. Approximate number of students served through this program or service: One (1) student

7. Continuation/renewal or new Agreement?

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? New Agreement
- b. What would an alternative contractor cost: Life Line Nursing \$95.00 per hour for 1 LPN for 193 days @ max of 6 hours per day = \$110,000.00
- c. If this is a continuation, when was the last time alternative quotes were requested? Not a Continuation- New Agreement
- d. For new or continuation: is this a service existing staff could provide. If no, why not? No as we have a shortage of nursing staff

8. Type of Service:

Answer all questions:

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

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? Yes/ Middletown
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? New Agreement/Contractor
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No
- g. Will the output of this Agreement contribute to building internal capabilities? No - If yes, please explain:

10. 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. This vendor is providing contracted nursing services to be delivered during the 2022-2023 school year.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Utilization of company, availability of nursing staff.
- c. Is the contractor the lowest bidder? If no, why. Why was this contractor selected? Yes, this contractor was the lowest bidder.
- d. Who were the member of selection committee that scored bid applications? N/A
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the city of New Haven Purchasing Department. Previous history and availability.

11. 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? This contractor will provide 1:1 nursing support services to student.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the strategic plan whereby addressing the health and safety needs of students.

12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as it provides necessary nursing services for students.

13. What are the implications of not approving this Agreement? Student would not be able to attend school without nursing support on the transportation, as it is a related service noted in the student's IEP, which would be a denial of FAPE.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Delta T. Group Hartford, Inc.,

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This Agreement entered into on the 18th day of July 2022, effective (no sooner than the day after Board of Education Approval), the 9th day of August 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Delta T. Group Hartford, Inc., located at, 101 Centerpoint Drive Suite 112 Middletown, CT 06459 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services as requested by the Board the amount of \$57.00 per hour, for a total of 193 school days for 1 student for up to 4 hours per day.

The maximum amount the contractor shall be paid under this agreement: **Forty-Four Thousand Four Dollars (\$44,004)**. 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 **ESSER II -ARP IDEA Program** of the New Haven Board of Education, **Account Number: 2504-6404-56903 Location Code: 0490**. (*pending receipt of funds*)

This agreement shall remain in effect from **August 03,2022** to **June 30, 2023**.

SCOPE OF SERVICE: *Please provide brief summary of service to be provided.*

1. 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 Board requested responsibilities of the NURSE while accompanying the STUDENT during transportation to and from school and home daily and the CONTRACTOR shall cause the NURSE to perform in a professional and responsible manner:
 - (a) The NURSE, while on transportation, shall be exclusively responsible for the STUDENT’S nursing care and medical treatment; including, but not limited to, maintaining patient airway, oral suctioning, monitoring frequency and duration of seizures and administering Diastat as prescribed by physician and 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 and medication to provide care which will travel with the student throughout the day.
 - (d) The NURSE shall accompany the STUDENT on transportation from home to school and from school to home, including transitioning student to school staff in the morning and parent in the afternoon.
 - (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 an emergency, shall have responsibility, in conjunction with the bus driver, for evacuating the STUDENT and necessary medical supplies from the vehicle;
 - (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 transportation 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 transportation;
 - (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 transportation to and from school 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 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 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 to the extent 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 to the extent arising out of their activities under this agreement.

TERMINATION: The Board or Contractor may cancel this agreement for any reason upon thirty (30) days' written notice sent to the other Party 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

07/20/2022

Date

Date

Rachana Patel, Senior Vice President

Contractor Printed Name & Title

Revised: 11/27/18



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

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Delta-T Group Hartford, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 101 Centerpoint Dr. Ste 112	Requester's name and address (optional)
6 City, state, and ZIP code Middletown, CT 06457	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 03/31/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.