



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Glynis King Harrell
Date: October 31, 2022
Re: Cheshire Fitness Zone

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:**
Cheshire Fitness Zone
2. **Description of Service:**
The general services to be performed by the Contractor shall consist of: speech-language remediation, evaluation, consultation, statistics, PPT attendance, medical reimbursement billing, IEP planning, report writing, goal writing, team collaboration, staff meetings, supervision of graduate students, and/or speech-language assistants and other related services as requested by the Board. Provision of diagnostic and therapeutic tools necessary for services.
3. **Amount of Agreement and hourly or session cost:**
\$80,640.00, Agreement Amount \$120.00, Hourly Rate
4. **Funding Source and account number:**
ESSER II ARP IDEA, 2554-6404-56903
5. **Approximate number of staff served through this program or service:**
N/A
6. **Approximate number of students served through this program or service:**
1535
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? No
 - b. What would an alternative contractor cost: Ranges up to \$110.00 per hour
 - c. If this is a continuation, when was the last time alternative quotes were requested? 2022

- d. For new or continuation: is this a service existing staff could provide. If no, why not? No Contractual services are required due to inadequate speech and language pathology positions within the district. Speech/language pathologists are a national critical shortage area.

8. 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)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? Yes
- b. Is the Contractor Local? Yes
- 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? Yes
- 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? If yes, please explain: Yes
Specialized skill of speech and language therapy that will address speech/language and therapeutic services for qualified sped students.

10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company:
A specialized skill of speech and language therapy, which includes a master's degree and ASHA certification. Resume is attached.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
Quotes
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
No Critical shortage area. Excessive workload/caseload for staff.
- d. Who were the members of the selection committee that scored bid applications?
Dr. Glynis King Harrell and Stacie Ormond, Administrative Assistant.
- 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.

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?
The contractor will address speech / language and therapeutic services for qualified sped students.
- 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?
Speech-language pathologists (SLP) are needed in the district to meet the communicative needs of our "at risk" and disabled students from Pre-K thru 12th grade. Success in academic, college and career all require effective communication.

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

Contractual services are required due to inadequate speech and language pathology positions within the district. Speech/language pathologists are a national critical shortage area. Because the expertise is in demand the fees can range from \$130.00 to \$150.00 per hour. Fees can vary based on logistics and experience. Providers can also charge for assessments separately, \$200.00 - \$250.00 (Connec-to-talk, Invo Health, EBS). To simplify the provision of service for our district I have asked providers to charge hourly regardless of the activity (therapy, assessment, IEP meetings, etc.) Companies often solicit with attractive rates, but often want a "finder's fee" and frequently don't have candidates readily available. They ask for a district commitment while they search for a candidate.

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

Disabled students will not receive appropriate intervention, hence failure to comply with IEP mandates can lead to state and federal complications.



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name:
Cheshire Fitness Zone

Doing Business As, if applicable:
Speech & Language Services

Business Address:
382 South Main Street

Business Phone:
203-250-9663

Business email:

Funding Source & Acct # including location code:
Special Funds, ESSER II ARP IDEA, 2554-6404-56903, 00

Principal or Supervisor:
Dr. Glynis King Harrell

Agreement Effective Dates: From 11/07/2022. To 06/30/2023.

Hourly rate or per session rate or per day rate. \$120.00
Total amount: \$80,640.00

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

The general services to be performed by the Contractor shall consist of: speech-language remediation, evaluation, consultation, statistics, PPT attendance, medical reimbursement billing, IEP planning, report writing, goal writing, team collaboration, staff meetings, supervision of graduate students, and/or speech-language assistants and other related services as requested by the Board. Provision of diagnostic and therapeutic tools necessary for services.

Submitted by: Stacie Ormond

Phone: 475-220-1664



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

Cheshire Fitness Zone

FOR DEPARTMENT/PROGRAM

Department of Student Services

This agreement entered into on the 24th day of October, 2022, effective (*no sooner than the day after Board of Education Approval*), on the 7th day of November, 2022, by and between the New Haven Board of Education (herein referred to as the "Board") and, Cheshire Fitness Zone located at, 382 South Main Street, 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 \$120.00 per day, hour or session, for a total of 672 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Eighty Thousand Six Hundred Forty Dollars \$(80,640.00). 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 ESSER II ARP IDEA Program of the New Haven Board of Education, **Account Number** 2554-6404-56903 **Location Code:** 0 0 0 0.

This agreement shall remain in effect from November 7, 2022 to June 30, 2023.

SCOPE OF SERVICES

In the space below, please provide brief summary of service.

The general services to be performed by the Contractor shall consist of: speech-language remediation, evaluation, consultation, statistics, PPT attendance, medical reimbursement billing, IEP planning, report writing, goal writing, team collaboration, staff meetings, supervision of graduate students, and/or speech-language assistants and other related services as requested by the Board. Provision of diagnostic and therapeutic tools necessary for services.

The Contractor agrees to:

1. Reassign Medicaid payment for School Based Child Health Services to the State Department of Education;
2. Not bill Medicaid directly for services provided under the agreement; the Contractor understands that to do so would constitute double billing.
3. Provide documentation in a form and manner acceptable to the Board and which is in Compliance with the Department of Social Services regulations; and
4. Comply with the pertinent requirements of the Department of Social Services Performing Provider Agreement signed by the Board.

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

Exhibit C: Compliance with Executive Order No. 13G:

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:

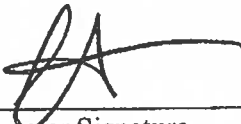
This Agreement must be approved by the New Haven Board of Education prior to service start date. Contractors may begin service no sooner than the day after Board of Education approval.

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.



Contractor Signature

President
New Haven Board of Education

11/1/2022

Date

Date

Craig Goldstein

Contractor Name Printed & 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.



Cheshire Fitness Zone

Pediatric and Adolescent Therapy Services
Endless Possibilities for Children of All Abilities

Contact: Craig Goldstein

Exhibit A: Scope of Service

The following information will provide a detailed Scope of Service as well as all costs for services including travel and supplies.

The general services to be performed by this contractor, contractor's name, consist of:

- Remediation of speech-language concerns
- Formal and Informal Assessment of students' communication skills
- Evaluation of comprehensive assessment results
- Identification of students at risk for speech and language difficulties
- Development and implementation of Individualized Education Plans (IEP)
- Documentation of outcomes
- Consultation and collaboration with teachers and other professionals
- Supervision of graduate students or clinical fellows
- Conducting classroom based, small group or individual therapy sessions
- Participation in Planning and Placement Team (PPT) meetings
- Submission of quarterly progress reports via IEP
- Other speech-language related services as requested by Supervisor

The contractor agrees to:

1. Reassign Medicaid payment for School Based Child Health Services to the State Department of Education;
2. Not bill Medicaid directly for services provided under the agreement; the Contractor understands that to do so would constitute double billing.
3. Provide documentation in a form and manner acceptable to the Board and which is in Compliance with the Department of Social Services regulations; and
4. Comply with the pertinent requirements of the Department of Social Services Performing

Provider Agreement signed by the Board.

Cost for Delivery of Services:

General Service Delivery (as detailed above): \$120 per hour

Travel Cost: \$0.00

Supply Cost: \$0.00

Contractor's Name Date


Craig Goldstein

382 South Main Street Cheshire, Connecticut 06410

Phone: 203.250.9663 Fax: 203.699.9641

Cheshirefitnesszone.com

John Roth, CCC-SLP

615 Central Avenue • New Haven, CT 06515 • 203 500 0039 • JRoth1337@gmail.com

Education

- 2019 **Master of Science: Speech-Language Pathology**
Southern Connecticut State University, New Haven CT
- 2011 **Bachelor of Science: Chemistry - summa cum laude**
University of Connecticut, Storrs CT

Employment

Sept. 2019 - Present **Southbay Community Services** West Hartford, CT
Birth to Three Speech-Language Pathologist

- Collaborate with other professionals to provide evidence-based intervention for children under three with a variety of speech-language needs, including autism, hearing loss, genetic and developmental disorders, and stuttering both in their natural environment and remotely.
- Coach caregivers on strategies to use between visits to facilitate language growth
- Conduct initial evaluations and annual assessments using clinical observation and interview, the BDI-2, REEL-3, M-CHAT-R, and SSI-3
- Create and update Individualized Family Service Plans (IFSPs) in collaboration with team members and family
- Assist family with transition process to public school system; participate in Birth to Three transition meetings and school PPT meetings
- Follow Connecticut Birth to Three policies and procedures
- Composed and presented in-person trainings on functional communication and Autism

Clinical Experience

Spring 2019 **Jerome Harrison Elementary School** Branford, CT
Speech-Language Pathology Intern

- Planned and administered speech-language screenings and comprehensive diagnostic evaluations incorporating descriptive measures such as speech/language samples and classroom/home observations as well as standardized assessment protocols such as the PLS-5, CELF-5, GFTA-3, PPVT-4, EVt-3, and the Boehm Test of Basic Concepts-3rd Edition.
- Compiled and interpreted test data in written reports and presented assessment findings and IEP recommendations with parents and team members at PPT meetings.
- Planned and implemented evidence-based intervention for preschool to 2nd grade students with a variety of speech-language needs, including children with articulation disorders, receptive-expressive language delays, ASD, Down's syndrome, genetic disorders, and use of a high-tech AAC device.
- Collected and interpreted data on-line during therapy; modified intervention based on progress noted or newly identified area of need/weakness.
- Participated in an integrated preschool program for both typical students and students with special needs; responsibilities included leading circle time, implementing language-based games and activities, and assisting classroom staff with daily routines.

- Collaborated with other professionals including classroom and special education teachers, OTs, and BCBA's strategize and troubleshoot difficult cases and provide multidisciplinary intervention.

Winter 2019 **The Foundation School** Orange, CT
Speech-Language Pathology Intern

- Performed speech-language therapy for students ages 3-18 with a variety of severe disabilities including ASD, ID, sensory sensitivities, childhood apraxia of speech, hearing loss, receptive-expressive language delays, and social language deficits.
- Provided instruction and support to students in the use of both high and low-tech augmentative and alternative communication modalities, including Proloquo2Go, picture exchange, and sign language.

2017-2018 **SCSU Center for Communication Disorders** New Haven, CT
Graduate Student Clinician

- Drafted and executed weekly intervention plans for clients with a variety of speech-language deficits including articulation disorders, developmental language delays, cognitive impairments, Friedrich's ataxia, intellectual disabilities, fluency disorders, and primary progressive aphasia.
- Designed and implemented comprehensive speech-language evaluations for clients with disorders including ASD, Down's syndrome, dysarthria, and developmental delays; collaborated with a student clinician to interpret assessment data and present assessment findings, diagnostic and prognostic information, and therapeutic recommendations.
- Led a weekly social-pragmatics group of students age 18-21 in a transitional program to improve social communication, problem solving, and conversation skills.
- Conducted audiological evaluations, hearing aid consultations and troubleshooting, and hearing loss counseling; wrote up assessment findings in audiological reports.

Other Related Employment

2014-2015 **Madison Public Schools** Madison, CT
Substitute Teacher

2012-2014 **Deer Lake Day Camp** Killingworth, CT
Nature Program Director

2012-2014 **Madison Racquet and Swim Club** Madison, CT
Swim Instructor

Certifications

- Connecticut State Licensure
- American Speech-Language-Hearing Association Certified
- Service Coordination Certified

Contractor's Declaration Attesting to Compliance with Executive Order No. 13G

Contractor / Vendor Name	Cheshire Fitness Zone
Contractor Address	382 S. Main St Cheshire CT 06410
PeopleSoft ID (for state contractors) or other information*	

*If PeopleSoft ID does not apply, provide information directed by the covered state agency, school board, or childcare facility

As of this date, provide the number of contract workers subject to Executive Order No. 13G who:

a. Total number of contract workers as defined in Executive Order No. 13G provided under your contract 1

b. Are fully vaccinated against COVID-19 (at least 14 days have elapsed since a person has received a single-dose vaccine or the second dose of a two-dose COVID-19 vaccine) 1

c. Are required to submit to and provide the results of COVID-19 testing because they are not fully vaccinated 0

1. Of those required to submit and provide the results of COVID-19 testing, are partially vaccinated (received first dose and have either received second dose or have an appointment for second dose in a two-dose series vaccination, such as Pfizer or Moderna vaccines, or received a single-dose vaccine, such as Johnson & Johnson vaccine, but 14 days has not elapsed since final dose) _____


2. Of those required to submit and provide the results of COVID-19 testing, have been granted a medical exemption to vaccination based upon documentation from a physician, physician's assistant, or advanced practice registered nurse stating that the administration of COVID-19 vaccine is likely to be detrimental to the person's health _____

3. Of those required to submit and provide the results of COVID-19 testing, have been granted an exemption to vaccination on the basis of a sincerely held religious or spiritual belief _____

4. Are temporarily excused from COVID-19 testing because they have provided documented proof of having a COVID-19 infection in the previous 90 days _____

cy I affirm that all of the covered workers indicated in Section (a), except those who are fully vaccinated (a) or have had a documented case of COVID-19 in the past 90 days, will (1) have had a negative test for COVID-19 in the 7 days prior to initially accessing any work site related to this contract that is subject to Executive Order No. 13G, (2) continue to be tested once every 7 days for the duration of this contract, and (3) not be allowed to access any work site that is subject to Executive Order No. 13G if they either receive a positive test or fail to be tested at least once per week.

cy declare and attest that I am authorized by the Contractor to provide the information contained in this report and that the information included in this report is true and accurate, to the best of my knowledge. I understand that it is a crime under Connecticut law to provide false information in response to the provisions of this Executive Order, punishable pursuant to Section 53a-157b of the Connecticut General Statutes by a fine of not more than \$2,000 or imprisonment of not more than one year.

Signature:		Date:	11/1/2022
Authorized Person Submitting Report:	Cray Golstein		
Title:	owner		
Email Address:	cgolstein@cheshirefitnesszone.ca	Phone:	203 250 9063

Security Agreement for Access to and Use of Confidential Data from the New Haven Public Schools

I, Cheshire Fitness Inc, as a contracted vendor working with the New Haven Public Schools, will have access to secure student data as part of my working relationship with New Haven Public Schools. I understand that these data are deemed confidential, personal, and private and that access to this confidential data carries with it the responsibility to guard against unauthorized use and the possibility of unauthorized access or use. To treat information as confidential means not to divulge it to anyone outside New Haven Public Schools, or to cause it to be accessible to anyone outside New Haven Public Schools. Transfer of any information by means of any media, including email, websites, print, or any personal communication, outside the normal defined work of my Internship, is prohibited under this Security Agreement.

I understand that disclosing confidential information directly or allowing non-authorized access to such information may subject me to criminal prosecution and/or civil recovery and may violate the federal Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

I agree to fulfill my responsibilities in accordance with the following guidelines:

1. I agree that I will never give or allow anyone outside New Haven Public Schools to access or view confidential, sensitive data, through electronic or non-electronic communication.
2. I agree that I will never attempt to identify individuals in any data system, analyses or reports which are not directly required for any purpose outside my specific responsibilities.

Vendor:

Name: Cheshire Fitness Inc

Position Title: Speech Language Pathologist

Assigned Site: NHPS

Signature:  Date: 11/1/2022

Dates of Partnership: 11/1/2022 to 6/30/2022

NHPS Supervisor:

Name: _____

Title: _____

Signature: _____ Date: _____