



NEW HAVEN PUBLIC SCHOOLS

PLEASE ATTACH TO AGREEMENT

PLEASE TYPE

CONTRACTOR FULL NAME: Institute of Professional Practice

DOING BUSINESS AS, IF APPLICABLE:

BUSINESS ADDRESS: 538 Preston Avenue, Meriden, CT 06450

BUSINESS PHONE: 203-317-2700 X122

BUSINESS EMAIL: zgonlonka@ippi.org

SS# OR TAX ID #:

PREPARED BY: Typhanie Jackson, Director of Special Education/Student Services Department

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

AGREEMENT EFFECTIVE DATES: From: 08/24/2020. To: 07/30/2021.

HOURLY/ DAY/or PER SESSION RATE:

TOTAL AMOUNT: \$490,900

- **DESCRIPTION OF SERVICE:** *Direct behavioral therapists services for transitioning students from Brennan Rogers & Strong School Autism Preschool Program to ABA/Autism Support Program at Brennan/Rogers and Strong School, and/or other programs for students with autism, consultation services on classroom management strategies for children with Autism for classrooms at Brennan Rogers, Strong School and other locations, specific behavioral strategies for individual students, and consultation to teachers. Consultation will be provided for cases, remaining open from previous years. These cases will not be billed.*
- *Direct behavioral therapists services and intense interventions for preschool students at Helene Grant ABA/Autism Preschool Program, including students transitioning to Brennan/Rogers and Strong School and other district programs, consultation to other*

students as requested, training and support for 2-3 teachers for readiness and pre-readiness classroom, training and support for 2-3 paraprofessionals.

- *Doctoral/BCBA or BCaBA, behavioral consultation to include Behavioral and Functional Assessments, implementing individual behavior plans, providing district staff training and support, developing instructional and behavior reduction plans, designing and implementing program revisions, and participating in program planning as designed by the school team, participation in team meetings and PPTs.*

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

Submitted by: Typhanie Jackson, Director 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 21, 2020
Re: Institute of Professional Practice (IPP) Contract

Executive Summary/ Statement: Approval is requested for an Agreement by the New Haven Board of Education and the Institute of Professional Practice to provide Board Certified Behavioral Analyst support for programming of students with disabilities at Brennan Rogers and Helen Grant (Strong School) for Behavioral Consultations. This agreement also provides for in-services training for teachers and paraprofessionals on and on-going consultation basis.

Amount of Agreement and the Daily, Hourly or per Session Cost: This agreement amount for this contractor is \$453,200 for 182 days at a rate of for the school year 2020-2021 to service 65 students with Autism Pre-School Spectrum Disorders and other disabilities within Brennan/Rogers & Strong and Helene Grant School plus Behavioral consultation in the amount of \$37,700 at an hourly rate of \$145 per/hour for a total of 260 for the 2020-2021 school year.

Funding Source & Account #: IDEA Handicapped Account, 2504-5034-56903 (pending receipt of funds) and General Funds Contractual Account # 190-494-00-56694 Location Code: 0000

Key Questions: (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. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?
This agreement is strategically aligned to the district's continuous improvement plan of providing high quality of services for students with disabilities.
2. What specific need will this contractor address?
This vendor will address the social/emotional/behavioral needs of students with autism as well as other students across the district with significant behavioral challenges. Additionally, the contractor will provide ongoing professional development for paraprofessionals and teachers.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:
Quotes from varying contractors.

4. If this is a continuation service, when was the last time the alternatives were sought?
Continuation of services.
5. What specific skill set does this contractor bring to the project? This contractor has the skill of a Board Certified Behavior Analyst
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): This contractor fits into the whole of providing services to students with disabilities in accordance to their IEP
7. Is this a new or continuation service? Continuation
8. If this is a continuation service has cost increased?
 - a) If yes, by how much? No increase
 - b) What would an alternative contractor cost? Limited cost variance
 - c) Is this a service existing staff could provide? Why or why not? The district is moving towards hiring its own BCBA's in district. The district will shift this service to in district over the course of several years
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?
The effectiveness of this contractor will be conducted on a regular basis via parent/staff feedback, written reports, and implementation of Individualized Education Plans.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)
11. If the service is a professional development program, can the training be provided internally, by district staff? N/A
 - a) If not, why not? N/A
 - b) How will the output of this Agreement contribute to building internal capabilities? N/A
12. Why do you believe this Agreement is fiscally sound?

This agreement is fiscally sound as the rate of this contractor is comparable to that of others providing such service. Other agencies provide similar services at an increased cost for a lower number of professionals to provide direct services to teachers and students. Additionally, by providing this service, the district is able to maintain students in district who may otherwise be placed in an out of district setting at a higher cost to the district.

13. 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 Board Certified Behavioral Services are recommended through a student's IEP.



NEW HAVEN PUBLIC SCHOOLS

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

The Institute of Professional Practice (IPP)

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 21st, day of July, 2020, effective the 24th, day of August, 2020 by and between the New Haven Board of Education (herein referred to as the “Board”) and, The Institute of Professional Practice located at 538 Preston Avenue, Meriden, CT 06450 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$490,900 per school year for up to a maximum of 182 day(s).

The maximum amount the contractor shall be paid under this agreement: Four Hundred Ninety Thousand Nine Hundred Dollars (\$490,900). 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 (611) Special Funds Account 2504-5034-56903 and General Funds Contractual Account 190-494-56694 Program of the New Haven Board of Education

Account Number: 2504-5034-56903 (IDEA Handicapped (611) Special Funds Account)
in the amount of \$226,600 (Brennan Rogers & Strong School) (pending receipt of funds)
Location Code: 0000.

Account Number: 2504-5034-56903 (IDEA Handicapped (611) Special Funds Account)
in the amount of \$226,600 (Helene Grant – Autism) (pending receipt of funds) Location Code:
0000..

Account Number: 190-494-56694 (General Funds Contractual Account) in the amount of \$37,700 (Behavioral Services) Location Code: 0000.

This agreement shall remain in effect from August 24th, 2020 to June 30th, 2021.

SCOPE OF SERVICE: The Behavioral Consultation Services to be performed by the Contractor shall, in general, consist of:

- *Direct behavioral therapists services for transitioning students from Brennan Rogers & Strong School Autism Preschool Program to ABA/Autism Support Program at Brennan/Rogers and Strong School, and/or other programs for students with autism, consultation services on classroom management strategies for children with Autism for classrooms at Brennan Rogers, Strong School and other locations, specific behavioral strategies for individual students, and consultation to teachers. Consultation will be provided for cases, remaining open from previous years. These cases will not be billed.*
- *Direct behavioral therapists services and intense interventions for preschool students at Helene Grant ABA/Autism Preschool Program, including students transitioning to Brennan/Rogers and Strong School and other district programs, consultation to other students as requested, training and support for 2-3 teachers for readiness and pre-readiness classroom, training and support for 2-3 paraprofessionals.*
- *Doctoral/BCBA or BCaBA, behavioral consultation to include Behavioral and Functional Assessments, implementing individual behavior plans, providing district staff training and support, developing instructional and behavior reduction plans, designing and implementing program revisions, and participating in program planning as designed by the school team, participation in team meetings and PPTs.*

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

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.

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.

Christina F. Martinez
Contractor Signature

President
New Haven Board of Education

July 20, 2020
Date

Date

Christina F. Martinez, Project Director of School Partnerships
Contractor Name Printed or 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.

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. The Institute of Professional Practice, 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"/> 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 checked="" type="checkbox"/> Other (see Instructions) ▶ 501(c)(3)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 1249 6 City, state, and ZIP code Montpelier, VT 05601	Requester's name and address (optional)
	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	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
0 3 - 0 3 8 4 1 0 3	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ <u>5/13/20</u>
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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-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.