



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name:

Julie Bossenberry

Doing Business As, if applicable:

Audiologist

Business Address:

80 Tokeneke Drive, North Haven, CT 06824

Business Phone:

203-215-4303

Business email:

Funding Source & Acct # including location code:

General Funds, Other Contractual Services, 190-490-56694, 0000

Principal or Supervisor:

Dr. Glynis King Harrell

Agreement Effective Dates: From 08/29/2023. To 06/30/2024.

Hourly rate or per session rate or per day rate. \$140.00

Total amount: \$45,500.00

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

The Audiological services to be performed by the Contractor shall consist of: PPT attendance, medical reimbursement billing, interpretation of audiological assessments, recommendations for assistive hearing devices; development of programs for monitoring and maintenance of FM equipment and hearing aids; make necessary medical, educational and community referrals, provide in-service training, report writing, goal writing, team collaboration, and other related services as requested by the Board

Submitted by: Stacie Ormond

Phone: 475-220-1664



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Glynis King Harrell
Date: June 20, 2023
Re: Julie Bossenberry

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:**
Julie Bossenberry
2. **Description of Service:**
The Audiological services to be performed by the Contractor shall consist of: PPT attendance, medical reimbursement billing, interpretation of audiological assessments, recommendations for assistive hearing devices; development of programs for monitoring and maintenance of FM equipment and hearing aids; make necessary medical, educational and community referrals, provide in-service training, report writing, goal writing, team collaboration, and other related services as requested by the Board.
3. **Amount of Agreement and hourly or session cost:**
\$45,500.00, Agreement Amount \$140.00, Hourly Rate
4. **Funding Source and account number:**
General Funds, Other Contractual Services, 190-490-56694
5. Approximate number of staff served through this program or service:
N/A
6. Approximate number of students served through this program or service:
110
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: \$150.00 to \$175.00 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 in order to meet needs of HI and Deaf students in the district. Audiologists are a national critical shortage area. Having one available for consultation actually save the district money in equipment and ongoing consultation fees.

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?
- 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? Renewal/Continuation
- 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
The provision of these audiological services keeps us compliant with state and federal IDEA mandates. It also allows our students to reach their maximum potential. Without this support student achievement would be negatively impacted and student access would be out of compliance

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:
American Speech & Hearing Association (ASHA) certified audiologist.
Resume attached
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
Quote

- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? Yes
- d. Who were the members of the 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.

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?
Interpretation of outside assessments, select, purchase and maintain equipment. Training staff in the use of equipment and best practices to instruct hearing impaired students. Collaboration with families and citywide providers.
- 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?
Development of appropriate support, equipment and plans to address the needs of deaf and hearing impaired students throughout the district. Success in academic, college or career requires effective listening and speaking skills.

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

Contractual services are required due to inadequate audiologist positions within the district. Audiologists 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

By And Between

The New Haven Board of Education

AND

Julie Bossenberry

FOR DEPARTMENT/PROGRAM

Department of Student Services

This agreement entered into on the 17th day of May, 2023, effective (*no sooner than the day after Board of Education Approval*), on the 29th day of August, 2023, by and between the New Haven Board of Education (herein referred to as the "Board") and, Julie Bossenberry located at, 80 Tokeneke Drive, North Haven, CT 06484 (herein referred to as the "Contractor").

COMPENSATION

The Board shall pay the contractor for satisfactory performance of services required the amount of \$140.00 per day, hour or session, for a total of 325 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Forty Five Thousand Five Hundred Dollars \$ (45,500.00). 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 General Funds, Other Contractual Services Program of the New Haven Board of Education, **Account Number** 190-490-56694 **Location Code:** 0 0 0 0.

This agreement shall remain in effect from August 29, 2023 to June 30, 2024.

SCOPE OF SERVICES

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

The Audiological services to be performed by the Contractor shall consist of: (Must include specific services relating to classroom studies & district curriculum).

PPT attendance, medical reimbursement billing, interpretation of audiological assessments, recommendations for assistive hearing devices; development of programs for monitoring and maintenance of FM equipment and hearing aids; make necessary medical, educational and community referrals, provide in-service training, report writing, goal writing, team collaboration, and other related services as requested by the Board.

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:

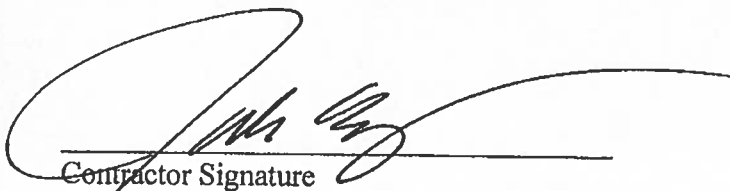
This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors may begin service no sooner than the day after Board of Education approval.

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

6/1/23

Date

Date

Julie Bossenberry

Contractor Name Printed & Title

JULIE BOSSENBERRY
80 TOKENEKE DR.
NORTH HAVEN, CT 06473
(203) 215-4303

Contact: JULIE BOSSENBERRY, AU.D.

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, JULIE BOSSENBERRY, consist of:

- Attend PPT and 504 meetings and collaborate with teams
- Recommend accommodations for D/hh students to access instruction in academic and extracurricular activities
- Interpret clinical audiologic assessments
- Recommend, select and fit Hearing Assistive Technology
- Develop programs for monitoring and maintenance of Hearing Assistive Technology
- Provide in-service and consults to staff to support best practices for teaching D/hh students and to orient staff to the functions of Hearing Assistive Technology.
- Collaborate with the Teacher of the Deaf regarding Hearing Assistive Technology
- Write reports
- Communicate with clinical audiologists
- Gather data from observation, questionnaires and evaluations to support recommendations

The Contractor agrees to:

1. Reassign Medicaid payment for School Based Child Health Services to the State Department of Education if applicable;
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 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

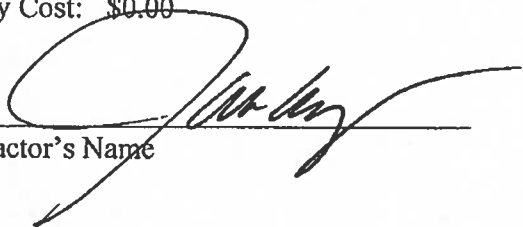
Cost for Delivery of Services:

General Service Delivery (as detailed above): \$140 per hour

Travel Cost: \$0.00

Supply Cost: \$0.00

Contractor's Name



Date

6/1/23



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 Julie Bossenberry

Project Description Audiologist

Evaluator Dr. Glynis King Harrell Date 6/10/2022

	Unacceptable		Excellent		No applicable	
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance				X		
2. Effectiveness of consultation				X		
3. Ability to relate to parents and professionals during PPT's				X		
4. Monitor and maintain audiological equipment				X		
5. Recommend appropriate audiological devices				X		
Working relationship of contractors with district						
6. Timely submission of department data				X		
7. Accuracy of invoices				X		
8. Collegial, collaborative relations				X		
Implementation of practice across the district						
9. Flexibility in scheduling				X		
10. Team work with teacher and other professionals				X		

JULIE BOSSENBERRY
80 TOKENEKE DR.
NORTH HAVEN, CT 06473
(203) 215-4303

EDUCATION

Au.D., Doctor of Audiology, Arizona School of Health Sciences, March 2002

M.A., Audiology, Central Michigan University, May 1984

B.A., Communication Disorders, Central Michigan University, December 1982

LICENSE

State of Connecticut, Audiology, License #174

AUDIOLOGY EXPERIENCE

Hearing Health Care Associates, Inc.

October 1989-Present

Owner of and clinical service provider in a multiple location private practice in audiology and hearing aid dispensing. Responsible for all aspects of professional office management, direct patient care and supervision of employees.

New Haven Public Schools

August 2015-Present

Educational Audiologist for students with hearing loss among 50 schools. Recommend/fit/ manage HAT, attend PPT and 504 meetings, liaison between clinical and educational audiology, classroom observations/surveys/reports/staff consults. Collaborate with 4 TOD/FH.

Southern Connecticut State University

August 1993-May 2001

Adjunct Faculty in the Department of Communication Disorders. Clinical Supervisor of Graduate students in audiology practicum. Responsible for organization and instruction of 6-12 credit hours of graduate level clinical practicum. Additionally, supervised off-campus externs in my own private practice.

The Hearing Laboratory

September 1986-August 1989

Regional Coordinator and clinical service provider. Coordinated the opening of two hearing centers and was solely responsible for all phases of operation. Services included audiologic evaluation, hearing aid dispensing, real-ear measurement and earmold modification. Additional responsibilities included the marketing of services, public relations, and supervision of 4 offices.

County Hearing and Balance

January 1984-August 1986

Participated in all phases of private practice, including diagnostic audiologic evaluation, hearing aid evaluation and dispensing, ENG, ABR, industrial hearing services, and in-service presentations. Services were provided to pediatric through geriatric populations.

PROFESSIONAL ORGANIZATIONS

American Speech-Language Hearing Association

American Academy of Audiology

Connecticut Academy of Audiology:-Program Committee

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

Contractor / Vendor Name	JULIE BOSSENBERG	
Contractor Address	80 TOKENEKE DR. NORTH HAVEN CT 06473	
PeopleSoft ID (for state contractors) or other information*		

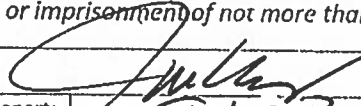
*If PeopleSoft ID does not apply, provide information directed by the covered state agency, school board, or childcare facility

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) 0
 - 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 0
 - 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 0
 - 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 0

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.

I 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:	6/1/23
Authorized Person Submitting Report:	Julie Bossenberg		
Title:	Doctor of Audiology		
Email Address:	jbossenberg@snet.net		
Phone:	203 215 4303		

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

I, Julie Bossenberry, Au.D., 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.

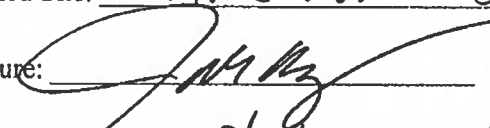
I agree to fulfill my responsibilities in accordance with the following guidelines:

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: Julie Bossenberry, Au.D.

Position Title: Educational Audiologist

Assigned Site: Itinerant - Districtwide

Signature:  Date: 6/1/23

Dates of Partnership: 8/29/23 to 6/30/24

NHPS Supervisor:
Name: _____

Title: _____

Signature: _____ Date: _____