Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Marina Dubrovsky

Doing Business As, if applicable: Athletic Trainer

Business Address: 144 Burban Drive, Branford, CT 06405

Business Phone: (203) 314-0787

Business email: Marina.DubrovskyMS.LAT@gmail.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: 190-404-00-56689

Principal or Supervisor: Erik Patchkofsky

Agreement Effective Dates: From 08/01/21 To 06/30/22

Hourly rate or per session rate or per day rate. \$15,500.00 (8/27/21; 12/3/21; and, 3/25/22)

Total amount: \$46,500.00

Description of Service: To provide athletic training services which include prevention, medical care and rehabilitation of student-athletes.

Submitted by: <u>Erik Patchkofsky</u> Phone: <u>475-220-1100/203-848-0425</u>



Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Erik Patchkofsky, Athletic Director Date: June 9, 2021

Re: Athletic Trainer – Marina Dubrovsky

Please <u>answer all questions and attach any required documentation as indicated below</u>. 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**: Marina Dubrovsky

- 2. **Description of Service**: To provide athletic training services which include the prevention care and rehabilitation of student athletes.
- 3. **Amount** of Agreement and hourly or session cost: \$46,500.00
- 4. Funding Source and account number: 190-40400-56689
- 5. Continuation/renewal or new Agreement?

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? Yes, \$1,500
- b. What would an alternative contractor cost: \$64,000.00
- c. If this is a continuation, when was the last time alternative quotes were requested? 2014
- d. For new or continuation: is this a service existing staff could provide. If no, why not? No, providing sports medical and athletic training services.
- 6. Type of Service:

Answer all questions:

- a. Professional Development?
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No, Sports Medicine and Athletic Trainer Certification
- b. After School or Extended Hours Program? Yes
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe) Athletics games/events
- 7. 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
- f. If it is a renewal/continuation has cost increased? If yes, by how much? \$1,500
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: N/A

8. Contractor Selection:

Answer all questions

a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. The contractor has specialized skills and many years of service in sports medicine and as a certified athletic trainer. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Sole Source

Please describe the selection process including other sources considered and the rationale for selecting this Contractor: The contractor has specialized skills, experience and was very carefully chosen from a pool of candidates through an interview process.

9. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What <u>specific need</u> will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? Marina Dubrovsky's service is an essential component in making certain that our student-athletes are provided with the best possible medical, health, safety and rehabilitation care. End of the year meeting.
- b. If this is a renewal/continuation service <u>attach a copy of the eval</u>uation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan? One of the goals in our district is to assist students to go on to post-secondary education. The trainer services' is essential to this goal because, our students-athletes will be provided with the best possible medical, health, and rehabilitation care and, hopefully, allow them to return to school as soon as possible.
- 10. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound because it provides essential services to our student-athletes for an entire year at a very reasonable and realistic cost.
- 11. What are the implications of not approving this Agreement? The athletic program needs the specialized skills/services provided by the candidate to ensure that the proper medical care and rehabilitation is provide for our student-athletes.

Rev: 8/10/2020



AGREEMENT By And Between The New Haven Board of Education AND

MARINA DUBROVSKY FOR ATHLETIC TRAINING SERVICES @HILL REGIONAL CAREER HIGH SCHOOL

FOR DEPARTMENT/PROGRAM:

Department of Physical Education, Health/Athletics/Floyd Little Athletic Center

This Agreement entered into on the 4th day of June 2021, effective (<u>no sooner than the day after Board of Education Approval</u>), the 1st day of August, 2021 by and between the New Haven Board of Education (herein referred to as the "Board" and, Marina Dubrovsky located at, 144 Burban Drive, Branford, CT 06405 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$15,500.00 per day, hour <u>or session</u>, for <u>a total of</u> three days, hours or sessions (three payments August 27, 2021; December 3, 2021; March 25, 2022).

The maximum amount the contractor shall be paid under this agreement: Forty Six Thousand Five Hundred Dollars No Cents (\$46,500.00). Compensation will be made upon submission of <u>an</u> itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by <u>Athletics</u> **Program** of the New Haven Board of Education, **Account Number**: 190-40400-56689 **Location Code**: 00.

This agreement shall remain in effect from August 1, 2021 to June 30, 2022.

SCOPE OF SERVICE: The **professional** services to be performed by the Contractor shall, in general, consist of: athletic training services for all sport team and events, including the prevention, care and rehabilitation of student-athletes at Hill Regional Career High School.

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Exhibit A: Scope of Service: the services of the contractor at Hill Regional Career High School as more fully described in the Scope of Services attached hereto as Exhibit A, which is incorporated herein and made in part of this agreement.

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 <u>may begin service no sooner than the day after Board of Education approval</u>.

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.

Marina Dubrovsky MS, LAT Athletic Trainer

wis, LAT Atmetic Trainer

6/4/2021 Date Yesenia Rivera, President New Haven Board of Education

Date

MARINA Dubrovsky, Athlets Trainer Contractor Printed Name & Title

Revised: 11/27/19



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

MARINA DUBROVSKY

<u>Athletic Trainer @ Hill Regional Career High School</u>

EXHIBIT A - SCOPE OF SERVICES

2021-22

- 1. Provide athletic training services which include the prevention, care and rehabilitation of student-athletes.
- 2. Administer first aid and emergency care for injuries.
- 3. Maximum 40 hour work week schedule
- 4. Provide athletic training services for all sport team and events as assigned by Citywide Athletics Director and/or his/her designee.
 - **SPORT COVERAGE AND EVENT COVERAGE:** Football, Basketball, Lacrosse, Wrestling, Baseball, Softball, Soccer, Volleyball, Track, Cross Country, Golf and Tennis and all activities Including the Career summer football camp.

Responsibilities include:

- 1. Providing coverage at Hill Regional Career High School for all varsity football games (home & away), home games for all other sports, all post season home and away games, track meets and any other athletic event as specifically requested by either the Coordinator of Athletic Training or the citywide athletics director and/or his/her designee.
- 2. Providing coverage for the preseason football camp that is held off site at the end of August.
- 3. Providing fill in game or event coverage for any other New Haven team as requested by the Coordinator of Athletic Training or the Citywide Athletics Director and/or his/her designee. This will include but not limited to track meets and State/New England wrestling tournaments that are held at the Floyd Little Athletic Center.
- 4. Providing daily practice/training room coverage as scheduled by the Coordinator of Athletic Training.
- 5. To collaborate with the Coordinator of Sport Medicine on order to develop, publish and distribute an emergency protocol to efficiently handle injuries and critical emergency situations
- 6. Providing supervision and direction to any athletic training student-intern or athletic training assistant that is assigned to help with game coverage on multiple game days.
- 7. Seasonal informational meetings with players and coaches regarding any medical concerns including emergency protocols and procedures.
- 8. Working with and facilitating with school nurses and coaches the medical clearances of all participating student athletes. Also assisting with the

- coordination and presentation of student-parents coaches meetings. Up to four times per school year.
- 9. Lists of all rosters with verified medical clearances must be submitted to Coordinator of Athletic Training prior to team selection (try-outs), game scrimmage or game.
- 10. Record and maintain daily injury reports and treatment records for any New Haven student athletes which will be submitted weekly to Coordinator of Athletic Training.
- 11. Updating and distribute medical kits and supplies for all sports teams. Supplies will be provided by the New Haven Athletic Department.
- 12. Daily communication and coordination with Coordinator of Athletic Training regarding any and all schedule changes and re-schedule games.
- 13. Inform coaches, on a daily basis of injuries and the participation status of their student athletes.
- 14. Coordination of medical referrals of our New Haven student athletes to our team physicians including follow up parental communication, treatments, rehabilitation and maintenance programs.
- 15. Evaluation and administering of therapeutic modalities under the standing orders from our team physicians and as regulated by the state of Connecticut and the NATA standards for treatment.
- 16. Administering First Aid to any New Haven student athlete, staff member or spectator.
- 17. Administering Athletic Training services to any New Haven student athlete.
- 18. Working with team physicians and other Allied Health Care Professionals in the treatment, management and rehabilitation of all New Haven student-athletes.
- 19. Communication and coordination with school nursing program regarding the healthcare and injury status of our New Haven student athletes.
- 20. Administering all IMPACT concussion baseline testing to any and all Hill Regional Career High School participating student athletes. Must use SAC and BESS standardize testing procedures.
- 21. Adhering to NATA Athletic Training Policy and Procedure and the New Haven Board of Education employee regulations.

COMPENSATION

The Board shall pay the contractor for satisfactory performance of the services required the maximum amount of <u>Forty Six Thousand Five Hundred Dollars with No Cents (\$46,500.00)</u>, payable in three payments of \$15,500 on August 27, 2021; December 3, 2021 and March 25, 2022.

CITY OF NEW HAVEN

New Haven, Connecticut 06510

DISCLOSURE & CERTIFICATION AFFIDAVIT



	EVERY SECTION MUST BE COMPLETED For help completing this form contact 203-946-8201						
	For help completing this form contact 203-946-6201						
Contractor/Vendor Name: Marina Dubrovsky							
Address:							
Telephone and/or Fax #:							
Email Address:	Marina. DubrovskyMS. LATE Gmail. com						
Contact Person:							
For the pur	poses of this Disclosure and Certification Affidavit, the following definitions apply:						
(a) "Person" means one (1) or more inc	lividuals, partnerships, corporations, associations, or joint ventures.						

"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

"City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor

Sta	te of	Connecticut co	ounty of New Haven				
l,	M	(type or print your name above)	being first duly sworn, hereby deposes and says that:				
1.			of making statements under oath; I understand that the City of				
2a.		I am the corporate secretary or majority owner (including sole proprietorship) of	Insert Company Name above				
2b.		Or I am an individual and my name is:	marina Dubrovsky if an individual, insert your name above				
3.	relate	d thereto.	eferenced agreement (the "Agreement") and of all pertinent circumstances				
4.	Pleas the re	elevant tax obligations to this Affidavit (mark an "X" in the a	if none of the below are accurate, attach an explanation of the status of ppropriate box or "NA" if none apply).				
4a.		As required by Conn. Gen. Stat. §12-41, the Contractor (and ex- Contractor) has filed a list of taxable personal property with the	ach owner, partner, officer, authorized signatory or Affiliate Entity of the City of New Haven for the most recent grand list and all taxes are current.				
4b.	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.						
4c.	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.						
5.		Affiliate Entity) does not have any outstanding monetary obliga	ctor (including any owner, partner, officer, other authorized signatory, or tions to the City of New Haven.				
6.	Pleas	e select the applicable representation about the Contractor's bus					
6a.	1	Contractor is a Connecticut corporation, partnership, limited lia proprietorship and its Connecticut Secretary of the State Busin					
6b.		Contractor is a foreign corporation, partnership, limited liability proprietorship but is registered to do business in the State of C Contractor's Connecticut Secretary of the State Business ID #:	onnecticut. The Insert State Registration # above				
6c.		Contractor is a foreign corporation, partnership, limited liabi proprietorship and is not registered to do business in the State Contractor is registered in the State of:	of Connecticut. The Please insert State name above				
		Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).					

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City of New Haven - Athletic Department

PERFORMANCE EVALUATION - ATHLETIC TRAINER

EMPLOYEE/SUB-CONTRACTOR: Maring Dubro	usky	DATE:	6/4/21	
SCHOOL: Career High School	PROFESSIONAL TITLE:	Assistant	Athletic	Trainer

NEW HAVEN ATHLETIC TRAINING MISSION STATEMENT

The Athletic Training Program functions within the mission and the goals of the New Haven Athletic Department and acknowledges its role in providing a supportive and stimulating environment for the intellectual and personal growth of all Athletic Training personnel. The primary mission of the Athletic Training Program is to provide our student-athletes with the best medical care possible integrating skills encompassing the six (6) domains of Athletic Training as identified by the NATA Board of Certification:

Prevention of athletic injuries
Recognition, evaluation and assessment of athletic injuries
Immediate care of athletic injuries
Treatment, rehabilitation and reconditioning of athletic injuries
Healthcare administration
Professional development and responsibility

All Athletic Training staff shall be prepared to promote acceptable standards of ethical conduct at every opportunity and adhere to the NATA Code of Ethics.

PERFORMANCE CRITERIA

	Needs Improvement	Proficient	Commendable	Exceptional	Too New to
RELATIONSHIP WITH COACHES					
RELATIONSHIP WITH ADMINISTRATIVE STAFF		0		S	
RELATIONSHIP WITH STUDENT-ATHLETE		0			
RELATIONSHIP WITH MEDICAL STAFF	а			G	
CONFIDENTIALITY					
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ETHICAL CONDUCT		0			
NET					

Marina Dubrousky Too New to Improvement Proficient Commendable Exceptional **Evaluate** E **MEDICAL EVALUATION SKILLS** 4 REHABILITATION SKILLS MEDICAL RECORD KEEPING PRACTICE COVERAGE 14 **GAME COVERAGE** П ATHLETIC TRAINING ROOM MANAGEMENT PROFESSIONAL GROWTH **QUALITY OF WORK QUANTITY OF WORK** П **COMMUNICATION AND TEAMWORK** PRIDE AND OWNERSHIP SAFE WORKING PRACTICES П INITIATIVE May provide comments or feedback supporting indicated rating for each item with particular attention to those areas rated as "Needs Improvement" or "Exceptional". Marina continues to be on enormous asset to aur staff Demonstrate a genune concern for the core and well being of each othlete as well as on overall desire to better heroly as a professional. Everybody appreciate Marina's skills and efforts. Well Liked

Assistant Athletic Trainer:

Date:

Director of Athletic Training: Michile Corner

Date: 6/4/41