

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Cheshire Fitness Zone

AMENDMENT #: 01

GRANT # if applicable: N/A

AGREEMENT #: 91361165

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: N/A

DATE: 08/21/2023

FUNDING SOURCE FOR AGREEMENT: General Funds, Other Contractual Services

ACCT # FOR AGREEMENT: 190-490-56694

ORIGINAL AMOUNT OF AGREEMENT: \$141,960.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$141,960.00

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$141,960.00

X INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$283,920.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: General Funds, Other Contractual Services, 190-490-56694

DESCRIPTION AND NEED FOR AMENDMENT: By adding additional funds to this agreement, the agreement will support an increase in staffing, which will provide related services to students district wide; hence, allowing for the district to remain state compliant.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: _____

Cray Colatkin
(Name)

10/2/2023
(Date)

Owner
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



NEW HAVEN PUBLIC SCHOOLS

91361165

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 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, 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 1183 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: One Hundred Forty One Thousand Nine Hundred Sixty Dollars \$(141,960.00). 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 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

6/1/2023

Date

Craig Goldstein

Contractor Name Printed & Title



President
New Haven Board of Education

7/10/2023

Date



Cheshire Fitness Zone

Pediatric and Adolescent Therapy Services

Endless Possibilities for Children of All Abilities

Contact: Craig Gelatin

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): \$ per hour

Travel Cost: \$0.00

Supply Cost: \$0.00

Contractor's Name

Date

4/12/2022

382 South Main Street Cheshire, Connecticut 06410

Phone: 203.250.9663 Fax: 203.699.9641

Cheshirefitnesszone.com



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.