



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Connecticut Orthopaedic Specialist, P.C.

Doing Business As, if applicable: COS

Business Address: 2408 Whitney Avenue, Suite 140, Hamden, CT 06518

Business Phone: 203-407-3500

Business email: gelia@ct-ortho.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: 190-40400-56694/00

Principal or Supervisor: Erik Patchkofsky, Athletic Director

Agreement Effective Dates: From 08/01/2021 To 06/30/2022

Hourly rate or per session rate or per day rate. \$400.00

Total amount: \$8,400.00

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."* This service provides on-site medical physician for our student-athletes during athletic games/events.

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



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Erik Patchkofsky, Athletic Director
Date: June 8, 2021
Re: 2021-2022 Connecticut Orthopaedic Specialists, P.C. Agreement

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:** Connecticut Orthopaedic Specialists
2. **Description of Service:** To provide one physician to attend all New Haven High Schools home football games and other specifically requested, agreed upon, athletic events.
3. **Amount** of Agreement and hourly or session cost: \$8,400.00/\$400.00
4. **Funding Source** and account number: 190-40400-56694
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? No increase
 - b. What would an alternative contractor cost: N/A
 - c. If this is a continuation, when was the last time alternative quotes were requested? 2013
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? No, medical physician services is provided.
6. **Type of Service:**
Answer all questions:
 - a. Professional Development? No
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No. The service provides medical physicians for our student-athletes.
 - b. After School or Extended Hours Program? Yes
 - c. School Readiness or Head Start Programs? N/A
 - d. Other: (Please describe) Athletic Games/Events

7. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- 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? Continuation
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No increase.
- 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. Medical Physician Services.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Sole Source
- c. 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 through an interview process.

9. 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? COS will provide medical attention and medical evaluations for student-athletes during athletic games/events. End of the year evaluations.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.

How is this service aligned to the District Continuous Improvement Plan? Our goals in our district is to do everything possible to make certain our student-athletes go on to post-secondary education. This service is vital because it provides excellent medical care quickly, speeds up the recovery, and allows our student-athletes to get back to school sooner.

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 this organization's physicians to ensure that the proper medical attention and medical evaluation is being provided for our student-athletes.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

CONNECTICUT ORTHOPAEDIC SPECIALISTS, P.C.
FOR
ATHLETIC MEDICAL SERVICES

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 (*no sooner than the day after Board of Education Approval*), the 1st day of August, 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, Connecticut Orthopaedic Specialists, P.C., located at, 2408 Whitney Avenue, Suite 140, Hamden, CT 06518 (herein referred to as the “COS”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$400 per day, hour or session, for a total of 21 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Eight Thousand Four Hundred Dollars No Cents (\$8,400.00). 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 2021-2022 Operating Budget – Athletics **Program** of the New Haven Board of Education, **Account Number:** 190 -40400 -56694 **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 COS shall, in general, consist of: To provide one physician to attend all New Haven High Schools home football games and other specifically requested, agreed upon, athletic events. The attending physician shall .be responsible for administering such care and treatment that, in his or her reasonable medical discretion.


Exhibit A: Scope of Service: The services of the contractor is more fully described in the Scope of Services attached hereto as Exhibit A, which is incorporated herein and made it 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 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.



Glenn Elia, Chief Executive Officer
Connecticut Orthopaedic Specialist, P.C.

Yesenia Rivera, President
New Haven Board of Education

JUNE 7 - 2021.

Date

Date

GLENN ELIA, CEO.

Contractor Printed Name & 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.

CONNECTICUT ORTHOPAEDIC SPECIALISTS, P.C

EXHIBIT A - SCOPE OF SERVICES
2021-2022

ATHLETIC MEDICAL SERVICES

SCOPE OF SERVICES

The **professional** services to be performed by the COS shall, in general, consist of:

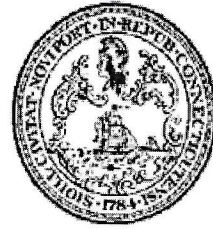
To provide one physician to attend all New Haven High Schools home football games and other specifically requested, agreed upon, athletic events. The attending physician shall be responsible for administering such care and treatment that, in his or her reasonable medical discretion, is reasonable medical discretion, is reasonably necessary to any student participating in the event who is injured and/or becomes ill during or immediately after the conclusion of the event.

The attending physician is not required to administer any care or treatment to any other individuals present at the event, including, without limitation, coaches, referees, parents and/or other spectators. Nothing contained herein shall obligate COS or the Attending Physician to provide continued care to any student once the student leaves or is removed from the venue where the Event took place.

In the event COS is unable to provide an Attending Physician for any particular Event due to circumstances beyond its reasonable control, COS shall notify the Board of its inability to provide an Attending Physician as soon as is reasonably possible. Neither COS nor any Attending Physician shall be liable to the Board or to any third-party for any damages arising out of or related to its failure to provide an Attending Physician at any Event covered by the Services Agreement, unless such failure was due to the reckless or intentional conduct of COS and/or an Attending Physician. Under no circumstances shall COS or any Attending Physician be liable for damages to the City or to any third-party for failure to provide an Attending Physician at any Event if the Board failed to provide COS with at least forty-eight hour notice of the date, time and location of such Event.

COMPENSATION

The Board shall pay COS for satisfactory performance of the services required the amount of \$400 per event for each Attending Physician who is present at such Event regardless of whether the Attending Physician renders any Services to any student pursuant to the Services Agreement. The maximum amount the contractor may be paid under this agreement is Eight Thousand Four Hundred Dollars and No Cents (\$8,400.00).



DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED
For help completing this form contact 203-946-8201

Contractor/Vendor Name:	Connecticut Orthopaedic Specialists, PC
Address:	2408 Whitney Avenue, Hamden, CT 06518
Telephone and/or Fax #:	203-407-3500
Email Address:	Sbader@ct-ortho.com
Contact Person:	Susan Bader

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "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.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	CT	County of	New Haven
I,	Susan Bader <small>(type or print your name above)</small>		being first duly sworn, hereby deposes and says that:
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner CFO of COS (including sole proprietorship) of	Connecticut Orthopaedic Specialists, PC. <small>Insert Company Name above</small>	
2b.	Or I am an individual and my name is: <small>if an individual, insert your name above</small>		
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	<input type="checkbox"/> As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.		
4b.	<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> 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.	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.		
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	<input checked="" type="checkbox"/> Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	06-0855842 <small>Insert State Registration # above</small>	
6b.	<input type="checkbox"/> Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	<small>Insert State Registration # above</small>	
6c.	<input type="checkbox"/> Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	<small>Please insert State name above</small>	
<small>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).</small>			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	None			
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1				
2				

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	Connecticut Orthopaedics	84 N. Main St.	67%
2	Specialists Outpatient Surgical Center LLC	Branford, CT 06405	


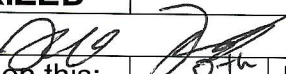
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
1	None			
2				

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:				Chief Financial Officer	
THIS FORM MUST BE NOTARIZED			NOTARY SEAL (if available)		
Signature of Notary:					
Subscribed and sworn to, before me on this:		18 th	Day of	August	2025
My Commission Expires:		6/31/2025			

This form should be mailed or emailed to the contracting department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

