



/NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Please Type

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

Doing Business As, if applicable: COS

Business Address: 2408 Whitney Ave., 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 08/01/2020 To 06/30/2021

Hourly rate or per session rate or per day rate. \$400 per game

Total amount: \$8,400

Description of Service: Please provide a one or two sentence description of the service. This service provides onsite 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 9, 2020
Re: 2020-2021 Connecticut Orthopaedic Specialists, P.C. Agreement

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank): This service is an essential component in making certain that our student-athletes are provided with the best possible medical, health, and safety care.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$8,400

Funding Source & Account #: 190-40400-56694

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? Our on the 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.
2. What specific need will this contractor address? COS will provide medical attention and medical evaluations for student-athletes during athletic games/events.
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: The contractor has specialized skills, experience and was very carefully chosen through an interview process.
4. If this is a continuation service, when was the last time the alternatives were sought? 2013
5. What specific skill set does this contractor bring to the project? Medical Physician.
6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume): This service provides excellent medical care quickly, speeds up the recovery, and allows our student-athletes to get back to school sooner.
7. Is this a new or continuation service? Continuation

8. If this is a continuation service has cost increased? No increase from last year.
 - a) If yes, by how much?
 - b) What would an alternative contractor cost?
 - c) Is this a service existing staff could provide? Why or why not?
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?
End of the year evaluations.
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?
 - b) How will the output of this Agreement contribute to building internal capabilities?
12. 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.
13. 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 is being provided to 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

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

This agreement entered into the 13th day of May 2020, effective, on the 1st day of August by and between the New Haven Board of Education (hereinafter referred to as the “Board”) and Connecticut Orthopaedic Specialists, P.C., 2408 Whitney Ave., Suite 140, Hamden, CT 06518 (hereinafter 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 2020-2021 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, 2020 to June 30, 2021.

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.

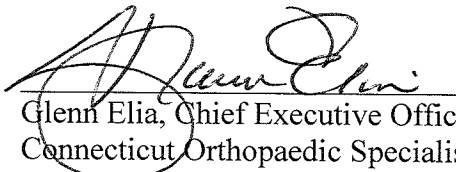
Exhibit A: Scope of Service: The services of the contractor is more fully described in the Scope of Services attached hereto as Exhibit A, which is incorporated herein and made it part of this agreement.

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's 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

6/3/20

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 **2020-21**

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).

CONNECTICUT ORTHOPAEDIC SPECIALISTS, P.C

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2020-21

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