



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Please Type

Contractor full name: Richard DelVecchio, DDS

Doing Business As, if applicable:

Business Address: 11 Reservoir View, Ledyard, CT 06339

Business Phone: 347-834-1692

Business email: drvexs77@me.com

Funding Source & Acct. # Medicaid Account: 2534-5408-56694

Principal or Supervisor: Sue Peters, Director SHCs/Dental Clinics

Agreement Effective Dates: From 09/10/23 To 06/30/24.

Hourly rate or Per session rate or Per day rate: \$50/hr

Total amount: \$10,000 + half of reimbursement for direct dental care minus 8% billing service fee.

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

As our dental program's Dental Director, Dr. DelVecchio will be providing clinical oversight and consult to our two dental hygienists, and ensure compliance with licensure requirements in six school dental clinics, as well as assist in developing program quality improvement protocols and practices. He will also provide enrolled students with fillings and dental exams, and interpret all x-rays taken by our hygienists, and enter results, findings and recommendations into our electronic chart.

Submitted by: Sue Peters Phone: 475-220-1238



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Sue Peters, APRN, MPH
Date: July-August 2023
Re: Request Agreement Approval: Richard DelVecchio, DDS

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:** Dr. Richard DelVecchio
2. **Description of Service:** Dr. DelVecchio will serve as Dental Director for our School Dental program and also provide on-site dental care to enrolled students in our 6 clinics.
3. **Amount of Agreement:** \$10,000. (\$50./hr) and 50% reimbursement for direct dental care rendered minus 8% billing service fee.
4. **Funding Source** and account number: Medicaid Budget-DPH: 2534-5408-56694.
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? *The cost has not increased.*
 - b. What would an alternative contractor cost: A Dentist who serves as Dental Director and provider for independent outpatient clinics for 10 months would cost approximately \$3,000/month or \$30,000/yr, if you can secure one.
 - c. If this is a continuation, when was the last time alternative quotes were requested?
4 years ago
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
No. The district does not currently employ any dental directors who provide these 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? *N/A*

- b. After School or Extended Hours Program? *N/A*
- c. School Readiness or Head Start Programs? *N/A*
- d. Other: (Please describe)

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? *Renewal.*
- f. If it is a renewal/continuation has cost increased? If yes, by how much? *It has not increased in cost.*
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: *No. The services of the dental director provide expertise and licensed responsibilities that cannot be "taught" internally for others to assume.*

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.
This contractor brings more than 14 years of experience as a pediatric dentist who served New Haven families in a local practice, who helped us open our first clinics start and is committed to supporting our schools and families.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?
When we began searching for a Dentist for our dental program 5 years ago, the SBHC Director contacted more than 5 local dentist to serve in this capacity. Dr. DelVecchio was the only dentist who agreed to serve as Dental Director for the amount offered and also provide more complex dental care to students in our schools as needed.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: *Described in "b" above. In addition, Dr. DelVecchio possessed the most experience serving New Haven families.*

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? *Per State requirements, school dental clinics (as outpatient clinics) must have a dental director/Dentist who is responsible for clinical support and evaluation of staff and compliance with clinic licensure. He will also provide direct advanced dental care for students in all our sites.*
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. *Dr. DelVecchio's contract includes deliverables for clinical support and consult for clinic program and licensure, as well as providing dental care to students. He has provided consult as needed and performed on site services rotating through our clinics (22-23 school year) as directed. He has*

provided clinical guidance/consult to the RDHs and interpreted x-rays and made recommendations for care in a timely and consistent manner throughout this year.

- c. *How is this service aligned to the District Continuous Improvement Plan? Dental problems are the second leading health reason for absenteeism in CT and the nation. By providing screens and other preventive dental care in school, we are helping to prevent absenteeism, and to keep children healthy and available to learn. Through screenings and exams, we are able to identify dental problems early and to provide some early restorative dental care before the issue becomes more serious and costly, and causes students to miss school.*

10. *Why do you believe this Agreement is fiscally sound?*

This agreement is fiscally sound because the rate Dr. DelVecchio charges for consult (\$50/hr) is far below the average hourly rate of \$91.00 for a dentist in Connecticut, and Dr. DelVecchio is providing direct on-site dental care to students and charging only 40% of reimbursement received for his services. We are fortunate to secure his services for this amount.

11. *What are the implications of not approving this Agreement? If this agreement were not approved, we would need to close all our dental clinics until another director could be secured.*

AGREEMENT
By and Between
The New Haven Board of Education
AND

Richard DelVecchio, DDS

FOR DEPARTMENT/PROGRAM:
Smile New Haven! Dental Program

This agreement entered into on the 1st of July, 2023, effective the 10th day of September, 2023, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Richard DelVecchio, DDS, located at 11 Reservoir View, Ledyard, CT 06339 (herein referred to as the “Contractor”).

SCOPE OF SERVICE: *All billable services/ expenses must be included in the scope of service.*

As the Dental Director for our school-based dental clinics/program, Dr. DelVecchio will be working with the Director of School Health Centers and our program team, including two Registered Dental Hygienists, to operate our preventive dental clinics in the following schools: Barnard, King Robinson, Troup, Hill Central, Truman and Brennan Rogers. Dr. DelVecchio will: provide our RDHs clinical consult as needed; provide dental care (i.e. exams, extractions, fillings) to enrolled students in the school clinics; assist with quality control measures (chart reviews); interpret x-rays, document findings/recommendations in Denticon EHR and provide parents with recommendations for needed care for their children; comply with required billing and licensure process and documentation; attend dental staff meetings at least monthly; and assist with evaluation of the program. The Dental Director will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$50.00 per hour (s) for up to a maximum of 200 hour (s).

The maximum amount the contractor shall be paid under this agreement:

Ten thousand dollars (\$10,000.). Dr. DelVecchio will receive half of the reimbursement payments for providing exams, extractions and fillings minus 8% billing service fee per each billing payment cycle.

The total amount of this contract shall not exceed: Ten thousand dollars (\$10,000) plus the amount of reimbursement payments earned from providing exams/fillings/extractions described above.

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 from the following accounts:

Medicaid **Account Number:** 2534-5408-56694

This agreement shall remain in effect from September 10th, 2023, to June 30th, 2024.

Exhibit A: Scope of Service: *Please attach contractor’s detailed Scope of Service with all costs for services including travel and supplies, if applicable.*

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.

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 Contract through the last day of thirty (30) day notice period.



Contractor Signature

6/1/2003

Date

Richard DelVecchio, DDS

Contractor Name Printed or Typed

045-56-4338

Federal I.D. or Social Security Number

Yesenia Rivera, President
New Haven Board of Education

Date

Exhibit A
New Haven Public Schools
School Health Centers
Smile New Haven! Dental Program
2023-2024

Scope of Program Services:
Program Dental Director
Richard DelVecchio, DDS

Deliverable Services:

1. As Dental Director for the Smile New Haven! Program, Dr. Delvecchio will provide the following services to support the program and staff during the school year:
 - Provide on -site dental care to students as needed including exams, fillings, extraction and mouth guard fittings;
 - Provide dental consult to the Registered Dental Hygienists (RDHs) as needed by phone;
 - Review at least 5 patient notes per RDH in Denticon at least three times/year (November, February, May) as a quality assurance control and provide written feedback of findings to the Director of SHCs and the RDHs using program form provided;
 - Participate in Dental Staff meetings at least monthly (call in or attend);
 - Review/Interpret student x-rays sent from NHPS Registered Dental Hygienists(RDH) through our secured server within 5 business days of receipt, document findings in Denticon student record within 5 business days of receipt of student lists, and notify the RDH when they are completed;
 - Comply with communication protocols developed by the Dental Director and team;
 - Provide paperwork and documentation required for clinic licensure and billing;
 - Assist with providing supply/material lists, ordering and setting up equipment and supplies for dental clinics, as needed;
 - Provide invoices for services at least bi-monthly;
 - Assist with the evaluation of the dental staff and program;
 - The Dental Director will provide professional liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.



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.

Revised: 10/2/18