

**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

SS# OR Tax ID #:

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

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

Agreement Effective Dates: From 07/01/20 To 06/30/21.

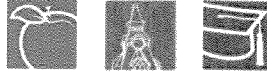
Hourly rate or Per session rate or Per day rate: \$50/hr

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, dental exams, extractions and mouth guards and interpret all x-rays taken by our hygienists, and enter results, billing information findings and recommendations into our electronic records.

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, Director SHCs/Dental Clinics  
**Date:**  
**Re:** Approval: Agreement with Dr. DelVecchio

**Proposed Meeting Date:**

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### **Executive Summary/ Statement:**

Approval is requested for an Agreement by and between the New Haven Board of Education and Dr. Richard DelVecchio. As our dental program's Dental Director, Dr. DelVecchio will be providing clinical oversight and consult to our two dental hygienists and support staff and ensure compliance with dental licensure requirements in six dental clinics, as well as assist with development of program quality improvement protocols and practices. He will also provide enrolled students with restorative care and comprehensive dental exams up to three days/month, interpret all x-rays taken by our hygienists and enter results, findings and recommendations into our dental electronic health record and billing system.

### **Amount of Agreement and the Daily, Hourly or per Session Cost:**

Hourly Rate: \$50./Hr Total Amount: \$10,000. As Dental Director + ½ of reimbursement (minus 8% billing fee) for direct dental care to students.

**Funding Source & Account #:** Medicaid Account: 2534-5408-56694

### **Key Questions:**

#### **1. Please describe how this service is strategically 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.

#### **2. What specific need will this contractor address?**

A Dental Director is required for our school dental program for licensure of our six clinics and for clinical oversight. The District's Smile New Haven! dental program fills a huge need in identifying, addressing and referring dental care needs for our students, as well as providing students with oral health education. From school-wide screenings conducted this year in 5 schools, of more than 2,400 students, 45% of students were identified as having moderate/severe risk of decay and in need of dental care.

**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:**

Dr. DelVecchio was selected after interviewing more than 3 qualified area dentists and Cornell Scott Dental Providers for his flexibility, passion, expertise and commitment to the New Haven community, and pediatric, and school based dentistry. He was the only Dentist that would commit to providing both consultation as Dental Director and to provide direct care to students in the schools. He also accepted the stipend we could afford, which was not accepted by most other Dentists we interviewed. It took more than 3 months to find a qualified pediatric dentist willing to accept the necessary terms and compensation offered.

**4. If this is a continuation service, when was the last time the alternatives were sought?**

Four years ago.

**5. What specific skill set does this contractor bring to the project?**

Dr. DelVecchio brings many years of experience as a Dentist serving diverse families in the New Haven/West Haven communities and specific expertise working with children/adolescents. He has also developed positive working relationships with the school administrators, staff, students and families which has helped to increase enrollment in the program and has provided direct dental care to students in 5 school sites the past 2 years.

**6. How does this contractor fit into the project as a whole?**

Dr. DelVecchio is an essential component for the dental program for several reasons. First, We must have a Dental Director to hold an outpatient Dental clinic license (we have 6 clinics). He also provides restorative care to our students on site, including fillings, which removes barriers to access and care for our students, as the majority of students needing fillings often don't get that care in a timely manner, especially over the past 3 months when many dentist offices were not seeing patients.

**7. Is this a new or continuation service?**

Continuation.

**8. If this is a continuation service has cost increased? a) If yes, by how much? No. The terms and compensation have remained the same for 3 years.**

**b) What would an alternative contractor cost? c) Is this a service existing staff could provide? Why or why not?**

**An alternative Dental Director would cost at least the same, and likely more given what we learned during the last interview process.** Dental Director stipends range from \$12,00-\$20,000 per year for similar responsibilities, and Dr. DelVecchio provides dental care to our students on site for only 50% of reimbursement minus billing fees, and many students do not have insurance, so he is providing care and his time for free.

**9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?**

The evaluation of this position consists of assessment of completion and quality of deliverables in his agreement, data collection related to productivity and care rendered, and weekly staff meetings about performance, program operations, productivity and priorities.

**10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness.**

See attached evaluation

**11. If the service is a professional development program, can the training be provided internally, by district staff? a) If not, why not? b) How will the output of this Agreement contribute to building internal capabilities?**

N/A

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

This agreement is fiscally sound because it is far below the average hourly rate of \$91.00 for a dentist in Connecticut, and we are adding direct dental services each year by the Dentist which he does not get compensated for on an hourly basis. year. (source: Payscale.com).

**13. What are the implications of not approving this Agreement**

We would have to close the school dental clinics until we secured another Dental Director.

**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 5th day of May, 2020, effective the 1st day of July, 2020, 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 hours (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 also receive half of the reimbursement payments for providing any dental care to students including but not limited to exams, extractions, sealants, filling's and occlusal mouth guards in the Dental Clinics 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 dental care to students as 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 July 1<sup>st</sup>, 2020, to June 30<sup>th</sup>, 2021.

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

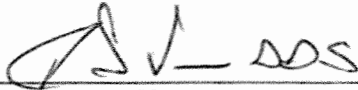
**Exhibit B: Student Data and Privacy Agreement:** *Attached*

**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



Date

Richard DelVecchio, DDS

Contractor Name Printed or Typed

~~045-564338~~

Federal I.D. or Social Security Number

Yesenia Rivera, President  
New Haven Board of Education

Date



**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.

 DS 5/4/2020



**Exhibit A**  
**New Haven Public Schools**  
School Health Centers  
Smile New Haven! Dental Program  
2020-2021

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 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;
  - Provide dental services in the school dental clinics, specifically exams, extractions and/or fillings to enrolled students as scheduled;
  - 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 Dental Clinics  
DENTAL STAFF  
**Staff Evaluation**  
**2019-2020**

Staff name: **Richard DelVecchio**

Date: April 15, 2020

Role: Dental Director for NHPS School Dental Clinics

**Evaluation Criteria:**

1. Fulfilled all contract obligations satisfactorily:

X YES      NO (explain):

**Strengths:** *Dr. DelVecchio is always accessible by phone as consults and available to meet, attend school enrollment events, or see students at the schools when scheduled. Both Dental Hygienists have reported that Dr. DelVecchio is always responsive to requests for x-ray interpretation and/or consults when needed and is very supportive.*

2. **Areas needing improvement:** *There have been some delays in getting x-rays reviewed, however, most of these instances were due to technical or software issues and not due to the providers. The issues were resolved quickly and did not cause any delays in getting results/recommendations to parents.*

3. Productivity: *Visits and revenue*

- X Excellent: (exceeded expectations) *We began the rotating dental services by the dentist in early November and have seen students needing fillings, exams and extraction at 4 of our 6 sites to date, which has proved to be very beneficial to our students and families.*
- Good: (met expectations) \_\_\_\_\_
- Fair (below expectations) \_\_\_\_\_
- Poor (unsustainable productivity) \_\_\_\_\_

4. Feedback from any staff about performance (verbal/written) *We have received both verbal and written feedback from parents stating that they are really grateful to have these services done in school, and without cost.*

**Program Director Summary:**

*Dr DelVecchio has a strong commitment to our school dental clinics since we opened our first clinic five years ago. He has provided consistent and excellent clinical and programmatic support as needed to ensure our clinics are successful in serving as many students as possible and has helped us expand our services from 5 to 6 sites in the past year. This is the second year he has provided fillings and exams to enrolled students needing them rotating through our sites with the greatest need. We feel fortunate to have a Dental Director who is so passionate about serving our program, staff and especially our students.*

**Dr. DelVecchio Comments:** \_\_\_\_\_ It has been an honor and pleasure to be a part of such an excellent program. I'm simply one small link in this chain and so fortunate to work and be surrounded by such an excellent team starting from Sue, to Tracey and Elicia, to our assistants and the principles and teaches of the schools we are based out of. Despite the shorten 2019-2020 academic year, our New Haven Smile Program, continues to grow and become further entrenched in the community, schools, students' and families. We look forward to continuing our passion for this program and will continue to work as hard our upcoming 6<sup>th</sup> year as we have the previous 5 years.

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Dr. DelVecchio: Signature: RDV - DDS Date: 5/4/2020  
NHPS Dental Program Director: \_\_\_\_\_ Date: \_\_\_\_\_

**Richard DeVecchio**  
(347)-834-1692  
11 Reservoir View  
Ledyard Ct 06339  
Dr.vexs77@hotmail.com

**OBJECTIVE:** A full or part time position utilizing the latest technology with a dedication to comprehensive quality care and treatment

**EDUCATION:**

- 2007 N.Y.U. College of Dentistry, New York, NY 10010**  
\* Received Doctor of Dental Surgery Degree D.D.S.  
\* Class President, 2004. Responsible for overseeing all class issues. Organizing class events, managing class finances and all duties associated with running a 300-member class.  
\* Student Council Executive Secretary, 2006  
\* Participated in Dental Van community outreach providing dental examinations, filing and other procedures throughout underserved communities
- 2003 University of Connecticut, Storrs, CT**  
**M.A. Degree in Physiology and Neurobiology**  
\* Courses include experience in Developmental Neurobiology, Developmental Genetics and Integrative Neurobiology.
- 1999 University of Delaware, Newark, DE**  
**B.A. Degree, Major: Psychology; Minor: Biology**

**PROFFESIONAL**

- April 2017-March 2019 Mondovi Dental 115 Technology Drive, Trumbull Ct**  
\*Sole practitioner in family practice  
\* Oversee all hygiene exams as well as developing and performing the majority of all treatment outside of referrals where necessary  
\* Providing treatment in but not limited to Invisalign, crown and bridge, full mouth rehab, endo, restorative, implant restorations
- June 2015-Present**  
**Dental Director of SMILE New Haven School Dental Program**  
\*Pilot program which began in June 2014 providing screenings and hygiene care in 5 new haven schools  
\*Interpretation of all xrays and diagnoses of all dental disease present  
\*Oncall emergency contact for all 8 schools
- August 2012-Jan 2017**  
**Dental Associate, Ct Dental Associates, 145 Boston Post Road, West Haven Ct 06516**  
\*Large group practice managing all facets of care  
\*Extensive community outreach programs implemented
- November 2012-March 2017**  
**Dental Associate, Family Dental Group, 320 Kings highway East, Fairfield Ct 06825**  
\*High End fee for service office  
\*Daily treatment of endo, oral surgery and advanced restorative procedures
- December 2011-July 2013**  
**Dental Associate, Distinctive Dental Services, 1055 Summer Street, Stamford, CT 06905**  
\*High End fee for service office  
\*Daily treatment of endo, oral surgery and advanced restorative procedures
- October 2010-February 2012**  
**Dental Associate, Yankee Family Dental 267 Center Street, West Haven, Ct 06516**  
\*Large high paced State and private insurance based practice  
\*Daily treatment of Endo, Oral Surgery and Restorative related procedures
- July 2009-October 2010**  
**Dental Associate, Goldberg and Marcus Dental Associates, 1825 Barnum Ave, Stratford, Ct 06614**

- \*Insurance and Fee for service patient base providing a diverse array of treatment and treatment options
- \*Advanced full mouth restorative cases along with extensive treatment of operative, molar endo, fixed and removable, prosth and oral surgery procedures
- \*Treatment of patients ranging from age 4 to 94yrs old
- \*Experience and daily usage of advance dental technology; digital x-rays, ivoclar, vivodent, perio laser, 3M Cos digital scanner, diagnodent, rotary endo, intra oral camera

**July 2007-July 2009**

**General Practice Residency St. Mary's Hospital, Yale affiliated Waterbury, Ct 06071**

- \*2 year residency entailing daily emergency treatment, full treatment of non-emergency patients, rotations in anesthesiology, internal medicine and research presentation
- \*Responsible daily emergencies and week long on call every 4weeks
- \*Extensive focus on oral surgery, extractions, fracture treatment, prosth, operative and endo seeing an average of 8-12 patients per day. Practice, leadership and instruction to residents and dental assistant trainees in all aspects of dentistry including advanced modalities in comprehensive treatment planning
- Prosthodontics, Endodontics, Pedodontics, Oral Surgery, Periodontics, Removable and Full  
Prosthetics, Operative, Othodontics**

**PROFESSIONAL MEMBERSHIPS and CONTINUING EDUCATION**

CT Dental License

American Dental Association,

CT MOM Volunteer 2009 & 2010, Give Kids a Smile 2009 & 2010

Dominican Republic Dental Outreach Program, C.P.R./ALS certified

Frank Spears Study group

Invisalign Certified

2018 & 2019 Shoreline Period Synergy study group

Average CE 50+ hours

\*References can be provided upon request