



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name:

Derlene Ortiz

Doing Business As, if applicable:

Speech Language Pathologist

Business Address:

38 Canfield Road, Seymour, CT 06483

Business Phone:

203-414-1415

Business email:

Funding Source & Acct # including location code:

General Funds, Other Contractual Services, , 190-490-56694, 490

Principal or Supervisor:

Dr. Glynis King Harrell

Agreement Effective Dates: From 08/29/2023. To 06/30/2024.

Hourly rate or per session rate or per day rate. \$84.53

Total amount: \$100,000.00

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

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.

Submitted by: Stacie Ormond

Phone: 475-220-1664



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Glynis King Harrell
Date:
Re: Derlene Ortiz

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:**
Derlene Ortiz
2. **Description 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.
3. **Amount of Agreement and hourly or session cost:**
\$100,000.00, Agreement Amount \$84.53, Hourly Rate
4. **Funding Source and account number:**
General Funds, Other Contractual Services, , 190-490-56694
5. **Approximate number of staff served through this program or service:**
N/A
6. **Approximate number of students served through this program or service:**
1535
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? No
 - b. What would an alternative contractor cost: Ranges up to \$110.00 per hour
 - c. If this is a continuation, when was the last time alternative quotes were requested? 2022

- d. For new or continuation: is this a service existing staff could provide. If no, why not? No Contractual services are required due to inadequate speech and language pathology positions within the district. Speech/language pathologists are a national critical shortage area.

8. Type of Service:

Answer all questions:

- a. Professional Development? N/A
 - 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)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? Yes
- 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? Yes
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes
Specialized skill of speech and language therapy that will address speech/language and therapeutic services for qualified sped students.

10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company:
A specialized skill of speech and language therapy, which includes a master's degree and ASHA certification. Resume is attached.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
Quotes
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
No Critical shortage area. Excessive workload/caseload for staff.
- d. Who were the members of the selection committee that scored bid applications?
Dr. Glynis King Harrell and Stacie Ormond, Administrative Assistant.
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.

11. 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?
The contractor will address speech / language and therapeutic services for qualified sped students.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan?
Speech-language pathologists (SLP) are needed in the district to meet the communicative needs of our "at risk" and disabled students from Pre-K thru 12th grade. Success in academic, college and career all require effective communication.

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

Contractual services are required due to inadequate speech and language pathology positions within the district. Speech/language pathologists are a national critical shortage area. Because the expertise is in demand the fees can range from \$130.00 to \$150.00 per hour. Fees can vary based on logistics and experience. Providers can also charge for assessments separately, \$200.00 - \$250.00 (Connec-to-talk, Invo Health, EBS). To simplify the provision of service for our district I have asked providers to charge hourly regardless of the activity (therapy, assessment, IEP meetings, etc.) Companies often solicit with attractive rates, but often want a "finder's fee" and frequently don't have candidates readily available. They ask for a district commitment while they search for a candidate.

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

Disabled students will not receive appropriate intervention, hence failure to comply with IEP mandates can lead to state and federal complications.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

Derlene Ortiz

FOR DEPARTMENT/PROGRAM

Department of Student Services

This agreement entered into on the 22nd 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, Derlene Ortiz located at, 38 Canfield Road, Seymour, CT 06483 (herein referred to as the "Contractor").

COMPENSATION

The Board shall pay the contractor for satisfactory performance of services required the amount of \$84.53 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 Thousand Dollars \$(100,000.00). 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

President
New Haven Board of Education

10/2/23

Date

Date

Derlene Ortiz Speech Pathologist
Contractor Name Printed & Title

Derlene Ortiz, M.S. CCC/SLP
Independent Contractor
Bilingual Speech/Language Pathologist

38 Canfield Road
Seymour, CT 06483

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

Derlene Ortiz
Contractor's Name


6/6/23
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.

CONTRACTOR ASSESSMENT

Vendor Name Derlene Ortiz

Project Description Speech and Language Pathologist

Evaluator Dr. Glynis King Harrell Date May 22, 2023

	Unacceptable			Excellent		Not applicable
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance					X	
2. Effectiveness of instruction					X	
3. Ability to relate to parents and professionals during PPT's					X	
Compliance with contract report writing & Document Submission						
4. Timely and accurate billing				X		
5. Medicaid completion				X		
6. Development and presentation of evaluations and IEP's				X		
Working relationship of contractors with district						
7. Timely submission of department data				X		
8. Accuracy of invoices				X		
9. Collegial, collaborative relations				X		
Implementation of practice across the district						
10. Flexibility in scheduling					X	
11. Coverage when needed (substitution)					X	
12. Team work with teacher and other professionals					X	

Derlene Ortiz

M . S . CCC - SLP
Speech and Language Pathologist

(203) 414 1415

derlene720slp@gmail.com

38 Canfield Road Seymour, CT 06483

Linkedin.com/derleneortiz



PROFILE

EDUCATION

M.S. Communication Disorders
Southern Connecticut State University
2003 – 2006

B.S. Psychology
Sacred Heart University
1999 - 2003

SKILLS

PROFESSIONAL

Bilingual (Spanish/English)
Verbal & Written Communication
Time Management & Organization
Multidisciplinary Involvement
Supervising graduate students

TECHNICAL

Microsoft Word, Excel, PowerPoint
Google Docs, Slides, and Sheets
Current Editions of Windows and Apple OS

AWARDS

Worldwide Leader in Healthcare
(2011)

CERTIFICATIONS

Certificate of Clinical Competencies (CCC)
CT Professional Teaching Certificate/License
NJ Speech/Language Pathologist
NJ Teaching Certificate (SLS)
ADO2-2 Trained (Spanish/English)

ORGANIZATIONS

(2016-2018) Executive Board of New Haven
Teachers Federation (Local 933)
(2018-2020) Head Trustee of the Executive
Board for New Haven Teachers Federation
(Local 933)

Thoughtful and insightful Speech/Language Pathologist with 17 years of experience in assessing and treating individuals, both children and adults, with a wide range of communication disorders. In the educational system, I have gained expertise in special education law, the PPT (Planning and Placement Team) process, and the eligibility requirements for students with special needs. I am well-versed in the regulations and procedures involved in ensuring appropriate educational services for students with communication disorders. Additionally, within the academic setting, I have successfully supervised graduate students during their clinical practicum and school-based placements. This experience has allowed me to provide guidance and support to aspiring speech-language pathologists, helping them develop their clinical skills and professional competencies.

WORK EXPERIENCE

CERTIFIED SPEECH AND LANGUAGE PATHOLOGIST

New Haven Public Schools | 2006 - Present

- Conducted multidisciplinary assessments with Child Study Team for Birth-to-Three and preschool-age students.
- Consulted with Child Study Team regarding programming for Identified students.
- Assessed and provided evidence-based treatment for students ranging from preschool to high school.
- Collected, analyzed, and assessed student progress and developed goals/objectives with the Planning and Placement Team (PPT) meeting through IEP Direct/Frontline and CTSEDS.
- Collaborated on a district-wide preschool initiative to create RTI/SRBI procedures.
- Provided professional development to learning communities.
- Supervised off-campus graduate students during their School Practicum.

Contact: Dr. Glynis King-Harrell, Supervisor of Speech/Language, Vision, and Hearing
203.946.8992-Glynis.King-Harrell@new-haven.k12.ct.us

ADJUNCT CLINICAL INSTRUCTOR

Southern Connecticut State University | 2019 - Present

- Supervised on-campus and remote graduate students.
- Provided feedback regarding evidence-based treatments, best practices, treatment plans, and therapy progress reports.
- Reviewed midterm and final grades via the Typhon platform to form personal learning objectives and strategies to achieve those objectives.

Contact: Lisa Barber, Clinical Practice Manager 203.392.5963-barberl1@southernct.edu

CERTIFIED SPEECH AND LANGUAGE PATHOLOGIST

SARAH INC. | 2011 - 2020

- Assessed and treated children ages (0-3) with delayed global and/or communication skills.
- Assessed and co-treated within a multidisciplinary model.
- Provided family-based treatment to create natural communication opportunities.
- Coordinated support for families with community-based providers.

Contact: Julie Hall, Senior Director of Children & Families 203.453.6531-jhall@sarah-inc.org

CERTIFIED SPEECH AND LANGUAGE PATHOLOGIST

Ahlin Center for Rehabilitation-Yale Bridgeport Hospital | 2009 - 2015

- Assessed and treated adults with cognitive communication, swallowing, and neurological impairments.
- Provided in-patient treatment to children with global and communication delays.

Contact: Melinda Maisano, Occupational Therapist, 203.384.4062,
Melinda.Maisano@bpthosp.org

Security Agreement for Access to and Use of Confidential Data from the New Haven Public Schools

I, Dertene Ortn, as a contracted vendor working with the New Haven Public Schools, will have access to secure student data as part of my working relationship with New Haven Public Schools. I understand that these data are deemed confidential, personal, and private and that access to this confidential data carries with it the responsibility to guard against unauthorized use and the possibility of unauthorized access or use. To treat information as confidential means not to divulge it to anyone outside New Haven Public Schools, or to cause it to be accessible to anyone outside New Haven Public Schools. Transfer of any information by means of any media, including email, websites, print, or any personal communication, outside the normal defined work of my Internship, is prohibited under this Security Agreement.

I understand that disclosing confidential information directly or allowing non-authorized access to such information may subject me to criminal prosecution and/or civil recovery and may violate the federal Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

I agree to fulfill my responsibilities in accordance with the following guidelines:

1. I agree that I will never give or allow anyone outside New Haven Public Schools to access or view confidential, sensitive data, through electronic or non-electronic communication.
2. I agree that I will never attempt to identify individuals in any data system, analyses or reports which are not directly required for any purpose outside my specific responsibilities.

Vendor:

Name: Dertene Ortiz

Position Title: Speech Language Pathologist

Assigned Site: FH, Truman, JSM

Signature:  Date: 6/2/23

Dates of Partnership: 8/29/23 to 6/30/23

NHPS Supervisor:

Name: _____

Title: _____

Signature: _____ Date: _____

Contractor's Declaration Attesting to Compliance with Executive Order No. 13G

Contractor / Vendor Name	Derlene Ortiz
Contractor Address	38 Canfield Rd Seymour, CT. 06483
PeopleSoft ID (for state contractors) or other information*	

*If PeopleSoft ID does not apply, provide information directed by the covered state agency, school board, or childcare facility

As of this date, provide the number of contract workers subject to Executive Order No. 13G who:

- a. Total number of contract workers as defined in Executive Order No. 13G provided under your contract 1 Derlene Ortiz
- b. Are fully vaccinated against COVID-19 (at least 14 days have elapsed since a person has received a single-dose vaccine or the second dose of a two-dose COVID-19 vaccine) YES
- c. Are required to submit to and provide the results of COVID-19 testing because they are not fully vaccinated N/A
 - 1. Of those required to submit and provide the results of COVID-19 testing, are partially vaccinated (received first dose and have either received second dose or have an appointment for second dose in a two-dose series vaccination, such as Pfizer or Moderna vaccines, or received a single-dose vaccine, such as Johnson & Johnson vaccine, but 14 days has not elapsed since final dose) N/A DO
 - 2. Of those required to submit and provide the results of COVID-19 testing, have been granted a medical exemption to vaccination based upon documentation from a physician, physician's assistant, or advanced practice registered nurse stating that the administration of COVID-19 vaccine is likely to be detrimental to the person's health N/A DO
 - 3. Of those required to submit and provide the results of COVID-19 testing, have been granted an exemption to vaccination on the basis of a sincerely held religious or spiritual belief N/A DO
 - 4. Are temporarily excused from COVID-19 testing because they have provided documented proof of having a COVID-19 infection in the previous 90 days N/A DO

DO I affirm that all of the covered workers indicated in Section (a), except those who are fully vaccinated (a) or have had a documented case of COVID-19 in the past 90 days, will (1) have had a negative test for COVID-19 in the 7 days prior to initially accessing any work site related to this contract that is subject to Executive Order No. 13G, (2) continue to be tested once every 7 days for the duration of this contract, and (3) not be allowed to access any work site that is subject to Executive Order No. 13G if they either receive a positive test or fail to be tested at least once per week.

DO I declare and attest that I am authorized by the Contractor to provide the information contained in this report and that the information included in this report is true and accurate, to the best of my knowledge. I understand that it is a crime under Connecticut law to provide false information in response to the provisions of this Executive Order, punishable pursuant to Section 53a-157b of the Connecticut General Statutes by a fine of not more than \$2,000 or imprisonment of not more than one year.

Signature:	Derlene Ortiz	Date:	6/5/2023
Authorized Person Submitting Report:			
Title:			
Email Address:		Phone:	