School-Based Heath Service Agreement

This School-Based Health Service Agreement (“Agreement”) is made by and between Community Health Center, Inc., a Connecticut non-stock corporation (“CHC”) and \_Killingly Board of Education (“BOE”). This Agreement sets forth the parties’ understandings and agreements regarding the establishment of school-based health services at Killingly High School (”Health Services”) and CHC’s operation of and provision of Health Services within the school(s) (“Clinic”). This Agreement shall be effective on the last signature date set forth below (“Effective Date”).

1. **Term and Termination:**
2. Term. This Agreement shall remain in full force and effect, beginning on the Effective Date and will remain in effect unless either party terminates this Agreement in accordance with section 1.b. is below.
3. Termination. Either party may terminate this Agreement at any time with or without cause, upon written notice ninety (90) days in advance to the other party.
4. Funding Termination. To the extent that there is any third party funding covering the cost of the Resources (as defined below) or the provision of Health Services (as defined below), if such third party funding ends for any reason, either party has the right to terminate this Agreement immediately by providing written notice to the other party of such immediate termination.
5. Effect of Termination. Following expiration or termination of this Agreement, no party shall have any further obligation hereunder with the exception of (i) obligations arising prior to the date of expiration or termination of this Agreement which shall survive until fully discharged and (ii) obligations, promises and covenants contained herein which by their nature should survive termination or expiration of this Agreement or expressly extend beyond the term hereof and which shall survive until they expire in accordance with their terms. Upon termination of this Agreement for any reason, CHC shall deliver all BOE property (including, but not limited to, keys, keycards, phones, other pieces of technology, records, data, memoranda, or equipment) in CHC’s possession or under CHC’s control to BOE.
6. **Scope of Health Services:**
7. Available Health Services include behavioral health services. The specific Health Services that CHC will provide at the Clinic and the manner in which it will provide them are detailed in **Exhibit A**.
8. BOE shall provide reasonable advance notice and facilitate CHC’s access to and communication with students’ parents and families, including: a presence at established school events upon invitation of BOE, electronic communications such as “ConnectEd”, school wide use of SMS as permitted by law, articles or advertisements on school/district web pages, school newsletters, inclusion in school wide mailings and other communication mediums available. The parties further acknowledge and agree that BOE administrative support in the student enrollment process is essential to the success of the delivery of Health Services at the Clinic.
9. If and when mobile dental services are included in **Exhibit A**, BOE shall notify, at the school level, parents of enrolled students about the availability and schedule for mobile dental services as mutually agreed upon by CHC and BOE. The BOE shall use “ConnectEd” or other automated phone call system, with the text of the message provided by CHC at least 48 hours prior to the start of a mobile dental service period.

1. The parties acknowledge and agree that CHC shall not provide Health Services to a student (or any other minor) unless a parent or legal guardian, or when allowed under applicable law the student (who is the client), gives written consent for such Health Services.
2. CHC shall make all reasonable efforts to establish and maintain referral and community linkages with other community services providers, provided that nothing herein shall be construed to restrict the professional judgment of a CHC provider or otherwise be deemed to require referrals to a particular provider.
3. CHC Providers shall provide clinical services hereunder consistent with the licensing and professional standards and codes of conduct established for their particular discipline/profession.
4. **Health Service Billing and Collections:**
5. CHC assumes all responsibility for billing for Health Services and collecting reimbursement from third party payers (including, without limitation, HUSKY and commercial) for services provided.
6. CHC will not utilize a collection agency or any other form of legal redress in the event a bill for Health Services provided at the Clinic under this Agreement is unpaid.
7. No student will be denied services due to insurance status. CHC staff will call parents of uninsured children to offer a telephone screen for Medicaid coverage. The fee schedule for services is detailed in Exhibit A.
8. **CHC Representations.**

a. CHC shall comply with all applicable laws, rules and regulations governing school-based health centers and the provision of Health Services, as well as all established rules, regulations and policies of BOE to the extent that such rules, regulations and policies do not conflict with CHC’s legal obligations. Should a dispute arise involving the operation of the Clinics that is not able to be resolved at the school building level it shall be brought to the attention of the Superintendent of Killingly Schools, who shall be empowered to resolve all disputes.

b. CHC shall obtain and maintain appropriate State of Connecticut licenses for the Health Services as outlined in the State of Connecticut Public Health Code, Sections 19-13-D45 through 19-13-D53, and Conn. Gen. Stat. § 19a-6r. Copies of the current licenses needed to operate shall be posted at the Clinics within the sites.

c. CHC Providers shall provide Health Services consistent with the licensing and professional standards and codes of conduct established for their particular discipline/profession. Any social worker, assigned to a school within the Killingly School District, shall be at a Master's level of education or beyond. CHC conducts thorough background checks in conformance with CHC's hiring and credentialing practices.

1. **Insurance and Indemnification:**
   1. Insurance. The parties shall keep in full force and effect, with companies licensed to do business in the United States, insurance with such coverage, policy terms, and minimum limits as are customary and/or required in their respective industries in light of the applicable facts and circumstances of this Agreement, and provide evidence of such insurance to the other party hereto upon request.
   2. Each party hereto will defend, indemnify and hold harmless the other party, the other party's affiliates and their respective trustees, officers, directors, agents, contractors and employees from any and all third party claims, actions, demands, judgments, losses, costs, expenses, damages and liabilities (including reasonable attorneys' fees, court costs and other expenses of litigation), relating to acts or omissions of the other party and/or the other party’s employees, agents, or contractors which relate in any way to this Agreement.
2. **Responsibilities/Financial Commitments:**
3. Except as provided herein, CHC shall provide all personnel, equipment and materials necessary to perform the Health Services.
4. BOE shall provide the space, equipment, supplies, items, services and other resources set forth on **Exhibit B** of this Agreement (collectively, the “Resources”) and shall pay the start-up costs specified in Exhibit B.

1. BOE agrees that CHC may have access to space within the school(s) to provide the Health Services during times when the school building is open but school is not in session to complete reports, maintain equipment, review files and any other activities consistent with preparation for the opening of the services for the following day or school year. BOE further agrees to ensure the physical security of the designated space. Physical security, at a minimum, must include a locking door to the space where CHC provides Health Services that CHC can lock when it is not using the space to restrict access to anyone other than school administrators or staff with a need to access the space.
2. BOE shall cooperate with CHC in providing to CHC copies of all documentation and records regarding facility safety necessary for CHC to maintain its license to provide Health Services in the designated space, including but not limited to annual fire marshal’s certificate and documentation related to sprinkler inspections and emergency light testing.
3. BOE shall ensure that the Clinic Space is free from environmental issues that could adversely affect the health and well-being of students and staff. Further, BOE agrees to permit Clinic staff to use portable devices to heat or cool the Clinic Space so long as such usage complies with state and local laws. As a health care clinic, CHC must maintain certain shelved items within certain temperature ranges necessitating the use of cooling or heating devices. CHC will notify BOE in advance of the use of any such device and shall allow BOE or its designee to inspect the device.
4. BOE shall provide to CHC the same routine and emergency notifications (e.g., delayed openings, early closings, safety events) that it provides to all others in the school community.
5. **Privacy and Confidentiality:**
6. Each party shall maintain the confidentiality of all data, information, records and reports required to further the purposes of this Agreement and all other nonpublic information provided by the parties pursuant to this Agreement (the “Confidential Information”). Neither party shall disclose any Confidential Information to third parties for any reason unless and only to the extent agreed to by the parties or as allowed by law. CHC agrees that it shall use confidential student information solely for the purposes of fulfilling its obligations pursuant to this Agreement or as otherwise allowed by law. Each party agrees to take reasonable precautions to safeguard Confidential Information and shall comply with all applicable state and federal laws and regulations concerning the safeguarding and disclosure of such information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”) and the Family Educational Rights and Privacy Act (“FERPA”) , as applicable.
7. Both BOE and CHC acknowledge the need for ensuring and maintaining the confidentiality of health information and records, and each shall comply with applicable federal and state privacy and confidentiality requirements. Each party shall cooperate with the other party to assure compliance with applicable provisions of FERPA and HIPAA in the provision of Health Services or operation of the Clinic. CHC acknowledges that BOE is subject to FERPA and therefore any requests for or disclosures of information concerning students shall comply with FERPA and applicable state laws.
8. **Miscellaneous:**
9. Nondiscrimination. CHC will not discriminate against any individual on the basis of race, color, religious creed, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability, veteran status, or any other basis prohibited under federal or state law.
10. Entire Agreement and Amendments. This Agreement, including all exhibits and attachments, shall constitute the entire Agreement of the parties and no other terms and conditions in any document, acceptance or acknowledgements shall be effective or binding unless expressly agreed to in writing by both of the parties hereto. This Agreement may not be changed other than by a formal written amendment signed by both of the parties hereto.
11. Notices.All notices required or which may be given hereunder will be deemed delivered upon receipt and shall be mailed to:

Notices to CHC: Notices to BOE:

Community Health Center, Inc. **See Exhibit A**

635 Main Street

Middletown, CT 06457

Attn: Jane Hylan

1. Governing and Applicable Law. This Agreement, notwithstanding any provisions therein to the contrary, is being delivered and is to be construed (both as to validity and performance), governed, and enforced in accordance with the laws of the State of Connecticut. Any suit, action, or other legal proceeding arising out of or related to this Agreement must be brought in a state or federal court located in Connecticut.
2. Relationship of the Parties. Relationship of the Parties. This Agreement is not intended to create, and does not create, any partnership, joint venture, agency, fiduciary, employment, or other relationship between the parties, beyond the relationship of independent parties to a commercial contract. Neither party is, nor will either party hold itself out to be, vested with any authority to bind the other party contractually, or to act on behalf of the other party as a broker, agent, or otherwise.
3. Waiver. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the parties set forth in this Agreement are in addition to any rights or remedies the parties may otherwise have at law or equity.
4. Force Majeure. Except with respect to delays or failures caused by the negligent act or omission of either party, any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, or failures of the Internet, provided that the party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated.
5. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.
6. Survival. Provisions that by their nature should survive termination or expiration of this Agreement as well as those that explicitly note survival will survive the termination of this Agreement.
7. Assignment. This Agreement and the rights and obligations created hereunder shall not be assignable by either party without the express prior written consent of the other party; provided that CHC may, without having to obtain the consent of Clinic, assign this Agreement to an affiliate or subsidiary of CHC.
8. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto acknowledge this Agreement as executed and each of the undersigned hereby warrants that he/she has been and is, on the date of this Agreement, authorized to carry out and execute this Agreement.

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| **COMMUNITY HEALTH CENTER, INC.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: Mark Masselli  Title: President & CEO  Date: | **BOE**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name:  Title:  Date: |

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**Exhibit A:**

**School-Based Health Services Scope Of Services**

SCHOOL/BOE NAME: Killingly High School

ADDRESS: 226 Putnam Pike, Dayville, CT 06241

PHONE: (860) 779-6620

OTHER CONTACT INFORMATION:

TERM: 1 year

HEALTH SERVICES DESCRIPTION:

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| **BEHAVIORAL HEALTH** |
| Individual Counseling |
| Group Counseling |
| Family Counseling |
| Crisis Intervention |
| Referral for  Psychiatry |
| Telehealth |

HEALTH SERVICES FEE SCHEDULE:

No out of pocket fees associated for enrolled students receiving behavioral health services.

**Exhibit B:**

**BOE AND CHC Resource / Financial Commitments**

**A. CHC.** CHC shall provide the following Resources at its own expense:

* Staff recruitment, hiring and training
* Furnishings and equipment including maintenance and needed replacement
* Program supplies

**B. BOE**. BOE shall provide the following Resources at its own expense:

**Space & Related Equipment:**

* Space adequate for the provision of confidential Health Services (“Clinic Space”)
  + Clinic Space must allow for private and confidential patient visits during CHC assigned day/time
  + BOE will permit the use of window coverings if necessary for privacy.
  + Any and all build-out expenses shall be the responsibility of the BOE
* Regular maintenance of Clinic Space including trash removal and routine cleaning
* Any needed renovations including, but not limited to, electric upgrades such as additional electric outlets or lighting
* Remediation of any environmental issues such as mold, asbestos, leaks, or flooding, and restoration of any associated space that is damaged as a result therefrom.
* Phones with outside line access for Behavioral Health provider.
* Utilities
* Access to parking
* Needed keys/fobs to access identified space
* Office furnishings if assigned office is shared with staff on non-CHC designated times

**Information Technology**:

* BOE agrees to cooperate with CHC’s IT staff in addressing the IT needs of the Clinic.
* BOE shall provide CHC with access to student schedules, electronically when possible.
* BOE shall:
  + Provide consistent Wi-Fi or Ethernet Access, including dedicated 50Mbps bandwidth that is segmented from all other school segments, i.e., faculty, and students;
  + Permit CHC to install its own network equipment, including computers, printers, phones, firewalls, switches and wireless access points;
  + Provide a sufficient number of licenses for Clinic staff to access any and all IT systems, platforms and similar resources required to provide the Health Services;
  + Provide one or more dedicated points of contact per location for IT matters;
  + Facilitate coordination on IT matters with other entities responsible for IT oversight (e.g., Town);
  + Assist in securing a prompt response (i.e., within 1-2 days) from the Town or other responsible party when CHC encounters IT issues that require their cooperation.

**Start-up Costs:**

BOE shall pay CHC a one-time payment of $25,703.80 in recognition of the significant start-up salary and fringe costs incurred by CHC to establish the Clinic. BOE shall pay such amount in one lump sum within thirty (30) days of execution of this Agreement. BOE’s payment does not alter the reporting relationships or supervisory responsibilities of CHC personnel.