



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Cornell-Scott Hill Health Center

Doing Business As, if applicable:

Business Address: 400 Columbus Avenue, New Haven, CT 06519

Business Phone: (203) 503-3250

Business email: Lbeilman@cornellscott.org

Funding Source & Acct # including location code:

NHPS Head Start Basic

2532 5279 56694 0443 Other Contractual Services

Principal or Supervisor: Mary Derwin

Agreement Effective Dates: From 8/22/23 To 06/30/24.

Hourly rate or per session rate or per day rate. N/A

Total amount: not to exceed \$150,000.00

Description of Service: Cornell Scott Hill Health Center will establish and equip a school-based health and dental clinic and carry out a fully staffed program of health services, including medical and dental services, with support personnel and dental health professionals at the Dr. Reginald Mayo Early Learning School and Head Start satellite sites.

Submitted by: Mary Derwin Phone: 203-980-5065



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Mary Derwin
Date: 06/13/2023
Subject: Agreement with Cornell-Scott Hill Health Center

1. **Contractor Name:** Cornell-Scott Hill Health Center
2. **Description of Service:** Cornell Scott Hill Health Center will establish and equip a school-based health and dental clinic and carry out a fully staffed program of health services, including medical and dental services, with support personnel and dental health professionals at the Dr. Reginald Mayo Early Learning School and Head Start satellite sites. They will coordinate services with the Head Start Health Coordinator to provide comprehensive health services to Head Start students.
3. **Amount** of Agreement and hourly or session cost: Not to exceed \$150,000.00
4. **Funding Source** and account number: NHPS Head Start Basic
2532 5279 56694 0443 Other Contractual Services
5. Approximate number of staff served through this program or service: 3 staff members
6. Approximate number of students served through this program or service: Total-591 students;
531 Head Start students and 60 Special Education Students
7. **Continuation/renewal or new Agreement? New Agreement**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? Renewal, no increase
 - b. What would an alternative contractor cost:
 - c. If this is a continuation, when was the last time alternative quotes were requested? N/A
 - d. For new or continuation is this a service existing staff could provide. If no, why not?

No, the Head Start nursing staff (RN, and parttime LPN, CNA) does not have the level of qualifications and state licensing that the clinic personnel will possess. The school-based health clinic will be staffed by certified, supervised, and licensed personnel who are qualified by training and experience to perform their medical and dental duties as outlined in the scope of services. They work collaboratively with the Head Start nursing staff delivering

a higher level of health services. Continuing this relationship will provide continuity of care for clients.

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?
- b. After School or Extended Hours Program? N/A
- c. School Readiness or Head Start Programs? Head Start Program
- d. Other: (Please describe) New Haven Public School special needs students enrolled at the Dr. Reginald Mayo School. This will help to expedite their medical readiness to sit in classrooms.

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? Community Health Care System developed by local minority in partnership with Yale New Haven Hospital
- b. Is the Contractor Local? Local
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Local community not-for-profit health care organization
- d. Is the Contractor a public corporation? No, private
- e. Is this a renewal/continuation Agreement or a new service? renewal at this location, 17 additional New Haven Public Schools have embedded clinics
- f. If it is a renewal/continuation has cost increased? If yes, by how much? no increase
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: This will expand the health services available and accessible to Head Start families.

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:
<https://www.cornellscott.org>
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? This is an expansion site.
- c. Is this contractor the lowest bidder? If not, explain.
This is an existing contractor with 17 well established school-based health centers within the New Haven Public School District. Cornell Scott's vision is to strengthen and expand the school-based program with our community partners to provide every student with access to the services and support of a SHC and to become a unified, sustainable and highly effective "model" program that promotes health and learning of all students.

To achieve this, their goal is for every New Haven SHC to be fully staffed (office manager, medical and mental health), with full-time staff (minimum 35 hours/week), to work collaboratively with the school nurse, school staff and families to become a true integrative model of care.

- d. Who were the members of the selection committee that scored bid applications? N/A
- 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.

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 clinic will satisfy the need for the New Haven Public School's Head Start Program to maintain compliance with the Head Start Performance Standards for program health services outlined below. In addition, it will help to meet the medical and dental needs for our city's most vulnerable population by providing a medical/dental home as well as accessible services. Performance will be monitored by

1302.40 Purpose.

(a) A program must provide high-quality health, oral health, mental health, and nutrition services that are developmentally, culturally, and linguistically appropriate and that will support each child's growth and school readiness.

(b) A program must establish and maintain a Health Services Advisory Committee that includes Head Start parents, professionals, and other volunteers from the community.

1302.41 Collaboration and communication with parents.

(a) For all activities described in this part, programs must collaborate with parents as partners in the health and well-being of their children in a linguistically and culturally appropriate manner and communicate with parents about their child's health needs and development concerns in a timely and effective manner.

(b) At a minimum, a program must:

(1) Obtain advance authorization from the parent or other person with legal authority for all health and developmental procedures administered through the program or by contract or agreement, and, maintain written documentation if they refuse to give authorization for health services; and,

(2) Share with parents the policies for health emergencies that require rapid response on the part of staff or immediate medical attention.

1302.42 Child health status and care.

(a) Source of health care. (1) A program, within 30 calendar days after the child first attends the program or, for the home-based program option, receives a home visit, must consult with parents to determine whether each child has ongoing sources of continuous, accessible health care – provided by a health care professional that maintains the child's ongoing health record and is not primarily a source of emergency or urgent care – and health insurance coverage.

(2) If the child does not have such a source of ongoing care and health insurance coverage or access to care through the Indian Health Service, the program must assist families in accessing a source of care and health insurance that will meet these criteria, as quickly as possible.

(b) Ensuring up-to-date child health status. (1) Within 90 calendar days after the child first attends the program or, for the home-based program option, receives a home visit, with the exceptions noted in paragraph (b)(3) of this section, a program must:

(i) Obtain determinations from health care and oral health care professionals as to whether or not the child is up-to-date on a schedule of age appropriate preventive and primary medical and oral health care, based on: the well-child visits and dental periodicity schedules as prescribed by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the state in which they operate, immunization recommendations issued by the Centers for Disease Control and Prevention, and any additional recommendations from the local Health Services Advisory Committee that are based on prevalent community health problems;

(ii) Assist parents with making arrangements to bring the child up-to-date as quickly as possible; and, if necessary, directly facilitate provision of health services to bring the child up-to-date with parent consent as described in §1302.41(b)(1).

(2) Within 45 calendar days after the child first attends the program or, for the home-based program option, receives a home visit, a program must either obtain or perform evidence-based vision and hearing screenings.

(3) If a program operates for 90 days or less, it has 30 days from the date the child first attends the program to satisfy paragraphs (b)(1) and (2) of this section.

(4) A program must identify each child's nutritional health needs, taking into account available health information, including the child's health records, and family and staff concerns, including special dietary requirements, food allergies, and community nutrition issues as identified through the community assessment or by the Health Services Advisory Committee.

(c) Ongoing care. (1) A program must help parents continue to follow recommended schedules of well-child and oral health care.

(2) A program must implement periodic observations or other appropriate strategies for program staff and parents to identify any new or recurring developmental, medical, oral, or mental health concerns.

(3) A program must facilitate and monitor necessary oral health preventive care, treatment and follow-up, including topical fluoride treatments. In communities where there is a lack of adequate fluoride available through the water supply and for every child with moderate to severe tooth decay, a program must also facilitate fluoride supplements, and other necessary preventive measures, and further oral health treatment as recommended by the oral health professional.

(d) Extended follow-up care. (1) A program must facilitate further diagnostic testing, evaluation, treatment, and follow-up plan, as appropriate, by a licensed or certified professional for each child with a health problem or developmental delay, such as elevated lead levels or abnormal hearing or vision results that may affect child's development, learning, or behavior.

(2) A program must develop a system to track referrals and services provided and monitor the implementation of a follow-up plan to meet any treatment needs associated with a health, oral health, social and emotional, or developmental problem.

(3) A program must assist parents, as needed, in obtaining any prescribed medications, aids or equipment for medical and oral health conditions.

(e) Use of funds. (1) A program must use program funds for the provision of diapers and formula for enrolled children during the program day.

(2) A program may use program funds for professional medical and oral health services when no other source of funding is available. When program funds are used for such services, grantee and delegate agencies must have written documentation of their efforts to access other available sources of funding.

b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Clinic was opened at end of 2022 SY to date has serviced families

c. How is this service aligned to the District Continuous Improvement Plan?

NHPS has long recognized the profound impact that a child's physical, behavioral and emotional health has on learning, success in school and in life. Committed to supporting the "whole child", NHPS operates 17 SHC s with five community partners, the largest program in the State. SHCs provide a critical "safety net" for children/adolescents for needed health/mental health services, health promotion and support by trusted adults who are accessible at school, during the school day, thereby limiting barriers to care.

SHCs also play a critical role as partners to support our District goals through prevention efforts, by addressing the health needs of students and by supporting staff and parents to reduce absenteeism; increase school connectedness; reduce barriers to learning; and help students to be healthy, focused and successful learners.

The NHPS District Goals are to support the whole child:

1. Eliminate Achievement Gap
2. Cut dropout rate in half
3. Ensure that every student is ready and able to succeed in college

As integral health professionals in our schools, the School Health Center staff will support the Goals of New Haven Public Schools described within by:

1. Providing confidential, quality health services, groups, and health education to students;
2. Implementing evidence-based clinical and programmatic best practices;
3. Helping to keep students in school and available to learn;
4. Serving as an integral member, resource and supports of the school through committee work, class presentations, consults, school health promotion initiatives;
5. Supporting school, families and students to improve overall health, health behaviors, learning and engagement in school of students;
6. Supporting District strategies to ensure sustainability and expansion of SHCs services/sites

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

This agreement is fiscally sound and has been budgeted for utilizing Head Start Basic funds. This agreement satisfies the program performance standards and requirements of the Head Start Grant as it directly impacts the health and wellness of students and the needs exasperated by COVID-19. This project is also directly related to the global pandemic and the spread of COVID-19, both short- and long-term effects. The clinic is designed to become self-sustaining after several years.

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

The Head Start Program has been issued non-compliance citations for failure to help parents continue to follow the recommended schedules for well-child and oral health care and failure to implement periodic observations and other appropriate strategies to identify any new or recurring developmental, medical, oral or mental health concerns. The clinic approval of this agreement would greatly reduce the likelihood of this reoccurring.

**New Haven Board of Education
School Health Centers
Agency Subcontractor Contract
2023-2024**

Cornell-Scott Hill Health Center

NHPS School Health Center Program Overview & Vision Statement

NHPS has long recognized the profound impact that a child's physical, behavioral and emotional health has on learning, success in school and in life. Committed to supporting the "whole child", NHPS operates 18 SHC s with five community partners, the largest program in the State. SHCs provide a critical "safety net" for children/adolescents for needed health/mental health services, health promotion and support by trusted adults who are accessible at school, during the school day, thereby limiting barriers to care.

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The NHPS School Change Goals are to support the whole child:

- 1. Eliminate Achievement Gap*
- 2. Cut dropout rate in half*
- 3. Ensure that every student is ready and able to succeed in college*

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Our vision is to strengthen and expand this program with our community partners to provide every student with access to the services and support of a SHC and to become a unified, sustainable and highly effective "model" program that promotes health and learning of all students.

To achieve this, our goal is for every New Haven SHC to be fully staffed (office manager, medical and mental health), with full-time staff (minimum 35 hours/week), to work collaboratively with the school nurse, school staff and families to become a true integrative model of care. Once every site is fully staffed, and maximizing billing, we intend to expand with the following:

- Add on-site dental services across sites where needed;
- Expand hours of existing SHCs and open additional sites based on need

**New Haven Board of Education
School Health Centers
Agency Subcontractor Contract
2023-2024**

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**Agency SubContractor Contract
School Health Centers (SHC)**

Cornell-Scott Hill Health Center

This Contract entered into this 24th day of July, effective the 22nd day of August 2023 , by and between the **New Haven Board of Education for the New Haven Public Schools Head Start Program** hereafter called, the "Board" and **Cornell-Scott Hill Health Center**, located at 400 Columbus Avenue, New Haven, CT hereafter called the "Subcontractor."

The parties entering into this Contract acknowledge the following terms and conditions:

COMPENSATION- for the Dr. Reginald Mayo Early Learning School Health Center and Dental Clinic Services not to exceed \$150,000 (one hundred fifty thousand dollars)

Compensation for health/dental services will be provided from grant funds from the New Haven Public Schools Head Start Program and is contingent on the availability of funds. The Board will compensate the Subcontractor for satisfactory performance of service, which includes compliance with all staffing, service delivery, reporting and documentation requirements, as outlined in this Agreement.

Failure to comply with all requirements, as outlined in the Contract, may result in the withholding of payment and/or the reduction of payment.

The Subcontractor will return any unspent funds to the NHPS Head Start Program immediately following termination of this Contract or within thirty (30) days of the end of the State Department of Public Health contract date.

This Contract shall remain in effect from **August 22, 2023 through June 30, 2024**, in an amount not to exceed one hundred fifty thousand dollars (**\$150,000**). (**Amount is subject to change based on status of funds**). This funding will support opening the clinics with necessary equipment/supplies and will partially support staff (APRN, Dental Hygienist and Office Manager).

If funded through the Board with funding from the Head Start Federal Grant, fiscal Support for this Contract shall be by: **Head Start Basic Grant Account #: 2532 5279 56694 0443**

SCOPE OF SERVICE : The Subcontractor will establish and equip a school-based health and dental clinic and carry out a fully staffed program of health services, including psycho-social care, medical and dental services with support personnel at the Dr. Reginald Mayo Early Learning School utilizing licensed, or certified and supervised personnel (when and as required by the State of Connecticut law), who are qualified by training and experience to perform their duties, as described in the Contract. Exhibit A- Detailed scope of service attached.

BOARD AUTHORITY

- a. The Board will appoint a designee, hereafter referred to as the "SHC Director", to oversee the operations of the School Health Centers. The SHC Director has authority to act on behalf of the Board in matters of finance, management, reporting and oversight of the School Health Centers;
- b. The Subcontractor's operation of a School Health Center, regardless of funding source, is subject to approval by the SHC Director, under terms set forth in this Agreement;
- c. A Board approved Agreement is required for all Subcontractors, regardless of funding source, for any School Health Center in New Haven Public Schools;
- d. The Subcontractor's personnel will be subject to Board's direction and control, through the SHC Director, with respect to his/her activities on behalf of the Board;
- e. The SHC Director reserves the right to prevent any staff member employed by the Subcontractor from working in the School Health Center, if, in its sole discretion, it determines that said employee's performance is unsatisfactory;
- f. The SHC Director must be notified in writing of any changes in SHC staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
- g. Any changes in program design, forms, reporting, documentation or service delivery must receive prior approval from the SHC Director;
- h. A description of any short or long term (more than once/twice) planned health services, programs or education by the SHC agency that will be provided to students in school by staff other than SHC staff must be submitted to the SHC Director at least 2 weeks in advance for review and approval as part of a centralized coordination plan to assess need, equity, student time issues and to avoid duplication of efforts.

BOARD AND SUBCONTRACTOR IN-KIND CONTRIBUTIONS

The Board will provide the following in-kind contributions for the School Health Center:

- a. Suitable space at the designated school(s)
- b. Utilities & Phones
- c. Internet, COPA, and PowerSchool access; and New Haven Public School email addresses for all SHC staff
- d. Oversight and management of the School Health Center program
- e. Regular meetings and training for clinic staff and Advisory meetings with partners
- f. Standardized forms, surveys, data management system, and reports

The Subcontractor will provide the following in-kind contributions for the School Health Center/s:

- a. Medical supplies
- b. Liability Insurance for staff at an appropriate level set forth in this Agreement
- c. Salary/benefits of staff above what grant and/or billing revenue provides
- d. Clinical Quality Review
- e. At least 2 Staff development opportunities/year for their SHC staff
- f. Supervision of staff

- g. Replacement of office supplies/equipment (other than computers) including fax machines, ink/toner, paper, etc. directly or through revenue generated from billing

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.*** Contractors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS The Subcontractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits and expenses, including reasonable attorneys' fees, in connection with loss of life, bodily injury and property damage arising from any negligent act or omission of the Subcontractor or its employees or agents. Further, the Subcontractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits, damages, costs, expenses (including reasonable attorneys' fees) and/or judgments of any description whatsoever caused by the Subcontractor's breach of this Contract or based upon the conduct of the Subcontractor, or its agents or its employees or arising out of or in connection with, their activities under this Contract.

TERMINATION: The Board may cancel this contract 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.

Signatures authorizing execution of this Agreement:



(Contractor Signature)

Michael R. Taylor

Contractor Name Printed or Typed

June 15, 2023

Date

06-0870990

Federal I. D.

Yesenia Rivera, President
Board of Education

Date

EXHIBIT A- DETAILED SCOPE OF SERVICE:
SCHOOL HEALTH CENTERS & *SCHOOL DENTAL CLINICS (*if applicable)

SERVICE DELIVERY, DATA SECURITY, STAFFING, INSURANCE COMPLIANCE

The Subcontractor and its personnel will provide the following services utilizing licensed, or certified and supervised personnel (as required by the State of Connecticut law), who are qualified by training and experience to perform their professional duties during School Health Center hours of operation:

A. Clinical Services: Culturally Competent Medical and Preventive Dental Services

1. Diagnosis and treatment for illness and injury
2. Health education
3. AIDS counseling and referral
4. Referral for follow-up services, diagnostic procedures and treatment of conditions that are beyond the scope of services provided in the clinic
5. Outreach to families and at risk students
6. Case management
7. Medical services that do not supplant existing school health services
8. All health services provided by the Subcontractor to any students during school hours must be done on site to help students remain in school and be available to learn
9. Body Mass Indexes (BMIs) shall be calculated and recorded for all students at the time of any medical visit at a minimum, unless calculated and recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format either provided or approved by DPH, and will be entered into HealthX.
10. An Asthma Action Plan shall be put in place, or must be confirmed to be in place in HealthX for all clients with a diagnosis of Asthma who use the clinic for medical services.
11. **Culturally Competency** - All SHC staff shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. All subcontracted agencies shall include strategies and efforts to ensure that culturally competent staff and service is delivered in the SHCs. This may include but is not limited to the following:
 - a. A program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity;
 - b. Policies and procedures for the provision of interpreter/translator services;
 - c. Readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
 - d. The development of non-English client-related materials that are appropriate for the population served by the program,
 - e. Signage (in commonly encountered languages) that provides notices and directions to services within the facility,
 - f. Policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
 - g. Strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations, the Contractor/subcontractor will:
 - i. Actively recruit applicants from the minority population served,
 - ii. Include cultural competency criteria in the evaluation of applicants,
 - iii. Assign a higher value to the cultural competency criteria for those applicants from the minority populations served.
 - h. Institutional policies and procedures to accommodate the ethnic and cultural practices of clients, client's families, and staff,

- i. An organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and,
- j. Surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

B. School Support and SHC Outreach Services

The Subcontractor and/or its SHC personnel will:

1. Provide a minimum of twenty-four (24) consultation sessions to school staff, and eleven (11) classroom presentations to complement the school curriculum in areas of health promotion and psycho-social development
2. Provide a minimum of two (2) presentations for parents on issues of health promotion and psychosocial development or other topics of interest in the community
3. Participate in a minimum of four (4) school events/year that promote health/wellness for students, families or staff
4. Collaborate with the school to participate in a minimum of 4 outreach events/year to promote access, utilization and awareness of SHC services (e.g. orientation, table school events, SHC open houses, etc.) and document number of students/parents/staff reached
5. At least one SHC staff member will regularly attend their school's: 1) Staff and Student Support Team (SSST), 2) Attendance Committee, 3) SPMT committee and 4) School Wellness Committee and any other relevant school committees, per school request.

C. Patient Records, Data Entry and Reports

The Subcontractor or its personnel will provide the following:

- a. Document clinical notes for every visit into patient record system (e.g. Electronic Medical Records), and enter information for billing, if approved;
- b. Complete daily data entry of all required student information, including all visit encounter forms and data needed for reports, billing, or as requested by the SHC Director into the NHPS data management system: Health X.
- c. Establish and maintain a systematic process for making and obtaining referrals to and from community-based health care providers, as needed, for SHC clients and their families. Services provided by referral must incorporate follow-up including checking that the appointment was kept, checking that the services met the client's needs, the outcome of the referral, and relevant health care findings. This information must be incorporated into the Client's medical record.
- d. Export SHC visit data from agency EMRs per required reporting, to DPH per trimester reporting schedule.
- e. Generate timely reports, as directed by the SHC Director, for DPH and NHPS from Health X.
- f. Third party billing and reporting as directed by the SHC Director on behalf of the Board.

D. Hiring and Staffing Levels for SHCs: NHPS expects that all SHC staff in funded sites work at least 24 hours a week at the SHCs.

1. The Subcontractor will provide administrative and clinical supervision of all professional and support staff.
2. The Subcontractor must send the SHC Director resumes of potential candidates for SHC positions at least 2 weeks before interviews begin, and offer the SHC Director the opportunity to interview the final candidates with the Subcontractor before an offer of hire is made;
3. As a condition of hire, the Subcontractor must require that all final SHC candidates pass a criminal background check as part of their application process, and before he/she can begin work in a school;
4. The SHC Director will be sent resumes of final candidates for any School Health Center positions and be given the opportunity to interview final candidates prior to hire;
5. The school Principal will be given the opportunity to have input in the final selection of any SHC staff if both desired and feasible;

6. Agencies must submit a **SHC- Agency Staff/Program Form** to the SHC Director for any new SHC staff (permanent or temporary) and/or any individuals from the community who will provide direct services to students, health education or programs brought in through your agency for review and approval at least 2 weeks prior to start dates (form will be provided);
7. Once the staffing and pay rates are finalized contractually, the Subcontractor will provide the SHC Director with a list of their clinic staff by site with their scheduled hours/weeks, and rate of pay by July 15th 2022, and provide updated staffing lists /information within five (5) business days of any changes;
8. The Subcontractor and SHC Director will agree, in writing, on a method of regular monitoring and reporting process of SHC staff attendance as part of this agreement;
9. The SHC Director must be notified in writing of any changes in SHC staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
10. The Subcontractor will maintain full staffing levels at the School Health Centers(s) without jeopardizing staffing at the other clinic sites named in this Agreement;
11. Subcontractor personnel in DPH funded sites will work no less than 24 hours per week, covering school hours, for the term specified in this Agreement, unless approved for less coverage in writing by the SHC Director.
12. The Subcontractor will notify the SHC Director, immediately, of any staffing changes or shortages. If vacancies cannot be filled within five (5) school days, thus jeopardizing full staffing (35 hours per week, during school hours), the funding amount of the contract will be reduced accordingly for each non-staffed day, unless other arrangements are approved in writing by the SHC Director;
13. Any position left vacant for more than forty-five (45) days will be forfeited to the Board for the remainder of the contract year to fill the positions, and the contract amount will be reduced to reflect that change;
14. Any staffing changes must be reported to, and approved by, the Board's designee, in writing, with the exception of firing due to misconduct or medical or personal leave. In these instances, the Board must be notified within five (5) business days that there will be a vacancy and the Subcontractor must also provide an adequate plan in writing within five (5) days of a vacancy for full coverage for the School Health Center. Unfilled vacancies will be subject to funding reduction as outlined in #7, above.
15. The Subcontractor must report, within forty-eight (48) hours, upon the loss, restriction, suspension, or surrender of any medical or other credentials, qualifications, or licenses; and will immediately cease to provide further services to patients upon such loss, restriction, suspension, or surrender of such medical or other credentials, qualifications or licenses.
16. The Subcontractor will complete and submit the "Vacancy Tracker form" (provided by NHPS) to the SHC Director at least 2 weeks prior to the vacancy, when possible, when a SHC employee vacates a position and submit an updated version at least 2 weeks prior to the start date of a new person filling the vacancy.

E. Staff Orientation, Staff Development & Certification

1. Newly hired SHC staff will be provided with individual orientation within 2 weeks of their start date by both the SHC Director and from the agency. The SHC Director may delegate, with their consent, any other SHC staff in the District to assist with training, mentoring or supporting new staff as they adjust into their role and setting.
2. The Subcontractor shall facilitate annual certification of School Health Center staff, and the nurse practitioner staff or one FT SHC staff member shall be certified to deliver:
 - a. First Aid
 - b. Cardiopulmonary Resuscitation including operation of the A.E.D (Automatic External Defibrillator), and
3. Subcontractors will follow the SHC Preceptor protocols developed by the SHC Advisory Board and will submit the staff preceptor form to the NHPS SHC Director by September 30th, 2022 and update if any changes are made during the year.
4. The Subcontractor shall provide documentation to the SHC Director that SHC personnel participate annually in ongoing professional development programs to update and enhance their knowledge of community and school health, and health promotion and illness prevention strategies for children and adolescents.

F. Compliance: Public Health, DPH Inspections-Data Security Requirements, Litigation and Board Regulations

1. The Subcontractor and its personnel will maintain full compliance with all Medicaid and Medicare statutes, regulations, manual provisions, rules, guidelines, contract provisions, policies and procedures applicable to any services provided by the Contractor and its personnel.
2. Subcontractor personnel will perform such duties as patient care, education and research as set forth in the State of Connecticut Department of Public Health grant proposal and as required by the Board, and by any requirements imposed in any contract entered into with the Board relating to Medicaid or Medicaid managed care and in particular, act in the capacity and perform the particular duties set forth in this contract, within the scope of any certification or licensure.
3. Personnel will carry out the policies and instructions of the Board, as communicated by the SHC Director.
4. The Agency (DPH) or its affiliated representatives shall at all times have the right to enter into the Contractor(BOE) or Subcontractor's premises, or other such places where duties under the contract are being performed, to inspect, monitor or evaluate the work being performed in accordance with Conn. Gen. Stat. 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor/Subcontractor shall disclose information on Clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
5. The Subcontractor and its personnel will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations.
6. The Contractor and Subcontractors, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained in a commercially reasonable manner in accordance with current industry standards.
7. Each subcontractor shall implement and maintain a comprehensive data-security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Personal Information, including but not limited to passwords, and
 - e. Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
 - f. The Contractor and subcontracted parties shall notify the Department and the Office of Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Subcontractor possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor or Subcontractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring and protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Personal Information

Breach. The Contractor's or Subcontractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- g. Nothing in this section shall supersede in any manner Contractor's or Subcontractor's obligations pursuant to HIPAA or the provisions of this contract concerning the obligations of the contractor or Subcontractor.
 - h. Subcontracted agencies, as appropriate, shall disclose to the SHC Director, to the best of their knowledge, any claims involving the Subcontractor that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.
 - i. The Subcontractor acknowledges and agrees that nothing in the contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers arising out of the Contract. To the extent that this section conflicts with any other section, this Section shall govern.
8. The Subcontractor will collaborate with the SHC Director in the ongoing development and maintenance of a **School Health Center Manual** that outlines clinic policies, procedures and protocols, which are maintained on-site and available for inspection by the State personnel and Board.
- a. The manual shall include policies and procedures regarding:
 - i. Non-discrimination
 - ii. Confidentiality of Client Services
 - iii. HIPAA
 - iv. Clinical coverage in the event of: Staff absences, staff vacations, and staff vacancies
 - v. Consent for services
 - vi. Patient rights and responsibilities
 - vii. Emergency procedures
 - viii. Reportable disease process
 - ix. After hours policy
 - x. Child abuse reporting policy
 - xi. SCH staff job descriptions with qualifications, responsibilities, supervision, and evaluation procedures
 - xii. Quality Assurance
 - xiii. Complaint and incident review
 - xiv. Referral and follow-up system
 - xv. Cultural competency/sensitivity
 - xvi. Risk assessment screening, and
 - xvii. Staff clinical background checks
9. The Subcontractor will pursue active collaboration with and, as appropriate, referrals to local HIV/AIDS projects, Adolescent Pregnancy/Young Parents Program and the Healthy Start Program.
10. The Subcontractor will provide a written plan for back-up medical services to students during times when the School Health Clinic is not in operation.
11. The Subcontractor assures the School Health Clinic(s) shall operate in accordance with the Public Health Code, section 19-13 D45 through D53, "Licensing Outpatient Clinics Operated by Corporations or Municipalities," or in accordance with the General Statutes of Connecticut, Section 19a-493. A copy of each Clinics Outpatient License and a copy of each staff member's license and resume must be submitted to the SHC Director prior to opening in the fall.
12. The Subcontractor assures the School Health Center(s) will comply with all quality assurance, Department of Public Health and Hospital Accreditation standards for Satellite Sites, data gathering and reporting requirements, as required by the State and Board, as specified in this contract.

13. The Subcontractor and its personnel will collaborate with school administration and comply with all SHC policy and procedures, as indicated in the SHC manual, and all school policies and procedures applicable to staff working in the school, including safety, evacuation, codes, communication with staff, managing students, etc.
14. Title to equipment purchased with funding from the Department of Public Health shall vest with the State and shall be returned when it is determined by the Department of Public Health that use for the continuation of intended services is no longer required.

G. Insurance

The Subcontractor agrees that each healthcare provider will be covered, at such healthcare personnel or Subcontractor's expense, by policies of 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. In addition, and subject to the same terms and conditions, each procedure for obtaining such access as set forth in 42 CFRv420.304 shall be followed.

If either party carries out any of the duties of this Contract through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. Section 405.427 (b)), such subcontract, that related organization, upon written request, shall make available to the Secretary or Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and record of such organization that are necessary to verify the nature of extent of such costs.

To the extent that this provision varies from any provision required by final regulation issued under authority of 42 United States Code 1395x(v)(1)(1), the provisions said regulations, 42 C.F.R. Part 410, shall be deemed by the parties to supersede this provision and be made a part hereof by reference.

Liability Insurance

The Subcontractor will provide Liability Insurance for staff at an appropriate level set forth in this Contract.

H. Non-Discriminatory Clause

The Subcontractor and its personnel will provide the best possible care to all patients as assigned to him/her without regard to a patient's ability to pay and without regard to the patient's race, color, national origin, sex, age, religions, ancestry, marital status, sexual orientation, place of residence, health status, area of residence, diagnosis, handicap, or any other status prohibited by applicable statute or regulation; and

The Subcontractor will accept payments from the Board as payment in full for services rendered pursuant to this Contract. The Contractor shall have no recourse against patients or their families for non-payment of services by the Board.

I. APPROVED SHC FORMS/MATERIALS - DATA COLLECTION -QUALITY ASSURANCE/REPORTS

A. Board Approved Forms & Materials

1. The Subcontractor and its personnel will use only NHPS issued required forms and promotional materials that are distributed to students, staff and families including but not limited to: permission, release and reporting forms, SHC service brochures, and data collection tools. All SHC promotional and/or informational materials that are generated by Contractors for students, parents and staff must be approved by the SHC Director prior to distributing to sites.
2. In cases where customized forms or changes to any existing NHPS forms/materials are indicated, they must be approved by the SHC Director in writing in advance of implementation.

The following NHPS issued forms/materials are required for uniform use across all SHCs and/or agencies: *Forms Attached in Appendix B*

- a. SHC Visit Encounter forms (Medical, Non-Clinical)
- b. Parent Permission forms
- c. Release of Information Forms
- d. Student, Parent and Staff Satisfaction Surveys
- e. Financial reporting forms-per DPH
- f. Billing Revenue Request Form
- g. Quality Improvement Plan form
- h. Trimester Activity Reports-DPH
- i. Advisory Meeting Minutes/Members Forms
- j. Non-DPH Reporting Forms
- k. NHPS SHC Brochures and other promotional materials
- l. SHC Signage, posters
- m. Staffing Forms

B. Data Collection:

1. SHC staff (Office Managers) will enter all required data from NHPS encounter forms into the NHPS data management system (Health X) and will provide required statistical and programmatic information for all required reports as requested from the SHC Director using DPH and/or NHPS report templates/formats.

C. Quality Assurance

1. The Subcontractor shall incorporate systems of quality assessment, and a quality improvement plan that focuses on provider responsibilities for improving care processes and outcomes that address a full range of activities, including but not limited to:

- a. Management of clinical conditions
- b. Documentation of progress toward selected objectives/measures
- c. Documentation of care
- d. Documentation of student progress toward improved health and educational outcomes (HealthX-designated diagnoses)
- e. Patient satisfaction
- f. Patient knowledge, and
- g. Changes in patient behaviors
- h. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made (DPH). The Contractor shall provide for an annual financial audit acceptable to the agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with state single audit standards as applicable.
- i. The Contractor shall make all of its and the Subcontracted Parties' records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. The State may request an audit or inspection at any time during the contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor and subcontractor shall cooperate fully with the State and its agents in connection with an audit or inspection.
- j. For purposes of this subsection, as it relates to State grants, the word "contractor" shall be read to mean "nonstate entity" as that term is defined in C.G.S 4-230.

D. District and School Health Center Advisory Committees and School Staff Meetings

1. District SHC Advisory Committee:

A Subcontractor designee will attend the District SHC Partner Advisory Committee meetings, which meet quarterly, to collectively assess the District SHC program, provide recommendations for improvement and address issues related to operations, program quality, services and impact.

2. SHC Staff Advisory Board:

Each SHC or District shall maintain an independent community-based SHC Advisory Board that must meet the following requirements:

- Meets a minimum of two (2) times per year;
- Minutes of these meetings shall be submitted to the SHC Director within fifteen (15) days of each meeting;
- The advisory board shall be involved in program planning and development, implementation and evaluation, review and approval of the SHC Quality Improvement Plan, review of utilization trends, and decisions about management, services and funding.

The membership of this Advisory Board shall consist of, at a minimum, representatives from the following:

- **at least 1 staff representative from each SHC site**
- one parent of a student enrolled in a SHC,
- individuals in the community involved with health issues,
- social service providers from school or community,
- school faculty or administrators

3. Regular SHC Staff Meetings by Role

All SHC staff may meet at least bi-monthly by clinical specialty or role to review and share common issues, programs and successes and to prioritize items needing input from the SHC Director for the semi-annual "all-staff meetings".

4. District-wide All-Staff Meetings:

A minimum of two mandatory "all-staff" meetings for all SHC staff will be scheduled with the SHC Director to address issues related to programmatic, training needs, and /or reporting.

5. District Wellness Committee-Monthly meetings

Subcontractor agency will designate at least one SHC staff representative (per agency) to serve on the District Wellness Committee and attend monthly meetings (September-May).

E. REPORTS-Quality Improvement-Report Cards (RBAs) & EVALUATION

1. The 3 Quality Improvement Measures selected by each site/agency from the outcome measures table (per DPH contract) will be tracked through the year, and the outcomes will be used for the Results Based Accountability (RBA) Report Cards for DPH funded sites.

The Contractor will submit annual report cards specific to medical services provided, in an electronic format required by the Department and inclusive of each funded SHC reflecting: Identified SHC

- a. the number of clients enrolled
- b. the number of clients who have had at least one visit
- c. type of insurance utilized to support provided care
- d. overall client and/or parent satisfaction with SHC services
- e. data on the outcome measures for Outcome #1 and at least two other Outcomes detailed within the following school health center outcome measures table.
- f. Each subcontracted agency will prepare and submit one Medical RBA that reflects data from their funded sites which reflects data from their funded sites.

School Health Centers Outcomes and Measures

The Subcontractor shall achieve Outcome #1 and two additional outcomes from this table for each of its funded SHC site and submitted by each agency.

OUTCOMES	MEASURES
1. Improve access to and utilization of primary and preventive health care and other essential public health services.	<p>a. There will be at least 65% of the school's Client population enrolled in the SBHC. Enrolled means that a signed parent consent form for the Client is on file.</p> <p>b. At least 50% of Clients enrolled in the SBHC will receive one or more visits.</p> <p>c. At least 80% of the Client population will receive an outreach contact regarding services available at the SBHC (through distribution of literature, invitation to an open house or event, participation in an educational forum, social media, or other contact).</p>
2. Reduce the occurrence of preventable disease among SBHC Clients.	<p>a. Enrolled Clients will be immunized with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) that are required by the state of Connecticut. Annually the number of Clients who received immunizations and the percentage of Clients behind in recommended intervals for immunizations who are brought up to date will be reported to the Department.</p> <p>b. The percentage of Clients offered as well as the number who received Influenza Vaccine will be reported to the Department.</p> <p>c. The percentage of Clients who received influenza prevention teaching will be reported to the Department.</p>



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 to 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.

Head Start- Dr. Reginald Mayo School Based Health Center

[illegible]