



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Sue Peters, APRN, MPH  
**Date:** 5/4/21  
**Re:** Request Agreement Approval: Clifford Beers

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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:** Clifford Beers Guidance Clinic
2. **Description of Service:** Provide Psycho-behavioral services to students in 2 school based health centers.
3. **Amount of Agreement:** \$83,958.
4. **Funding Source** and account number: SBHC Grant-DPH: 2512-5124-56694.
5. **Continuation/renewal or new Agreement?**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? *The cost has not increased.*
  - b. What would an alternative contractor cost: *All other community partners with the capacity to provide these services would be at least the same amount or more, depending upon what in kind costs they can absorb.*
  - c. If this is a continuation, when was the last time alternative quotes were requested? *More than 6 years ago.*
  - d. For new or continuation: is this a service existing staff could provide. If no, why not? *No. The district does not employ any medical professionals who provide these services.*
6. **Type of Service:**  
**Answer all questions:**
  - a. Professional Development?
    - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? *N/A*
  - b. After School or Extended Hours Program? *N/A*
  - c. School Readiness or Head Start Programs? *N/A*

d. Other: (Please describe)

**7. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? *No*
- b. Is the Contractor Local? *Yes*
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? *Yes, a non-profit mental health out-patient clinic.*
- d. Is the Contractor a public corporation? *No*
- e. Is this a renewal/continuation Agreement or a new service? *Continuation.*
- f. If it is a renewal/continuation has cost increased? If yes, by how much? *It has not increased in cost.*
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: *The SBHC support the school, staff and students through the provision of health services, health promotion and support. The SBHC staff strengthen internal capacity of the school by helping to identify, address and support students who require health/mental health services to be healthy, well and successful learners.*

**8. Contractor Selection:**

**Answer all questions**

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. *Our SBHC partner agencies provide licensed medical and behavioral health professionals who are experts in pediatric/adolescent care and they also maintain outpatient clinic licensure and ensure DPH compliance. Staff also support the school staff by serving as members on several school committees, including SSST, attendance, wellness and organize staff wellness initiatives such as flu clinics, spa/massage days, nutrition and physical activity events.*
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? *The SBHC subcontractors were selected before the current Director was in this position based on capacity, in-kind contribution and continuity of care, since most of our students/families receive primary care through one of our partner agencies.*
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: *We currently partner with the major community health agencies that have the capacity, expertise and in-kind ability to meet the district's needs for these services. To contract with alternative partners would mean exploring options outside the community, which would affect emergency care and/or access to care for our families.*

**9. Evidence of Effectiveness & Evaluation**

**Answer all questions**

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? *In addition to the direct health services the SBHC staff provide to our students, the agencies/staff must achieve a variety of "deliverables" set by both DPH and NHPS, which are tracked and reviewed with the agencies at least annually. Examples of these include*

*benchmarks for enrollment, utilization, satisfaction surveys, serving on specific committees, and providing health presentation/lessons to classes.*

- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. Since our schools were closed most of this year, some of the deliverables could not be tracked or met, however, the most important measure, providing care to our students, continued throughout this year through telehealth, outreach and in-person visits.*
- c. How is this service aligned to the District Continuous Improvement Plan? SBHCs support the whole child to keep our students healthy, well and in school. Our SBHC medical staff provide timely assessment, diagnosis, treatment and follow up in school that prevent students from missing class and school, and helps them to stay healthy, well and available to learn. Our social workers identify and address behavioral/mental health issues that adversely impact health, wellbeing, attendance and school performance. SHCs are a proven evidence based strategy to improve both health and learning of students and youth and prevent absenteeism for health reasons.*

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

*This agreement is fiscally sound because the amount of the contract covers only about half of the salaries and no benefits for all of the staff positions. Agencies cover the remaining salary amounts and all staff benefits as "in-kind" for the SHC services, Further, the grant amount has continually been reduced over the past four years as part of the State budget cuts, and our partners remain committed to serving our students and supporting our schools, despite reduced or no provided funding to support and staff their sites.*

11. What are the implications of not approving this Agreement? *If this agreement were not approved, we would need to secure another partner with Spanish speaking clinicians and to severe strong and trusted relationships that these clinicians have built with students and their families.*



**NEW HAVEN PUBLIC SCHOOLS  
AGREEMENT COVER SHEET**

**Please Type**

Contractor full name: **Clifford Beers Guidance Clinic**

Doing Business As, if applicable: Clifford Beers

Business Address: 93 Edwards St, New Haven, CT 06511

Business Phone: 203-772-1270

Business email: afo rrester@cliffordbeers.org

SS# OR Tax ID #: On File

Funding Source & Acct. # 2512-5124-56694

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

Agreement Effective Dates: From 07/01/21 To 06/30/22

Hourly rate or Per session rate or Per day rate:

Total amount: \$83,958

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

Clifford Beers will provide two Licensed Social Workers in two SHCs at Clinton Avenue School and Fair Haven Schools. They will provide students and/or families with behavioral health assessment, diagnosis, counseling and therapy.

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



## New Haven Board of Education School Health Centers

### Agency Subcontractor Contract 2021-2022

#### Clifford Beers Guidance Clinic

#### 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 17 SHCs 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 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*

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 members, 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

**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;
- Hire health educators for SHCs;
- Expand hours of existing SHCs and open additional sites based on need

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

**Clifford Beers Guidance Clinic**

This Contract entered into this ~~7~~ day of May, 2021, effective the 1st day of July, 2021, by and between the **New Haven Board of Education** hereafter called, the "Board/Contractor," and **Clifford Beers Guidance Clinic**, located at 93 Edwards Street, New Haven, CT, hereafter called the "Subcontractor."

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

**COMPENSATION-For 4 DPH Funded SHCs**

Compensation for services is *contingent upon receipt of grant funds* from the State Department of Public Health. Pending receipt of funds, the Board will compensate the Subcontractor for satisfactory performance of service, which includes compliance with all staffing, service delivery and, reporting and documentation requirements, as outlined in this Contract.

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 Board immediately following termination of this Contract or within thirty (30) days of the end of the State Department of Public Health contract date.

This Agreement shall remain in effect from July 1st, 2021 through June 30, 2022, in an amount not to exceed Eighty-three thousand nine hundred and fifty dollars (\$83,958.) (Amount subject to change per state DPH).

This contract will be funded by the Board through the State Department of Public Health (DPH) Grant: **School Health Center Program, Account #: 2512-5124-56694.**

In the event that the Subcontractor is providing an alternative funding source, the Board enters into this Contract as a **Non-Financial** partner with the understanding that this includes reporting, data entry and health promotion and other expectations outlined in this Contract, without exception.

**DPH Funded SHCs:**

1. Clinton Avenue School
2. Fair Haven School

**SCOPE OF SERVICE**

The Subcontractor will carry out a fully staffed (unless approved otherwise) School Health Center program, including psycho-social services and health promotion at: **Clinton Avenue and Fair Haven Schools** 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.

**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
- c. Phones
- d. Internet and Powerschool access; and New Haven Public School email addresses for all SHC staff
- e. Oversight and management of the School Health Center program
- f. Regular meetings and training for clinic staff and Advisory meetings with partners
- g. Standardized forms, surveys, data management system, and reports

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

- a. Liability Insurance for staff at an appropriate level set forth in this Contract
- b. Salary/benefits of staff above what grant and/or billing revenue provides
- c. Clinical Quality Review
- d. At least 2 Staff development opportunities/year for their SHC staff
- e. Supervision of staff
- f. 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*. Contactors may begin service no sooner than the day after Board of Education approval

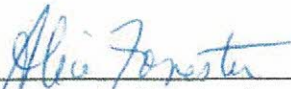
**HOLD HARMLESS**

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 Contract 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)

\_\_\_\_\_  
Yesenia Rivera, President  
Board of Education

ALICE FORRESTER, Ph.D.  
Contractor Name Printed or Typed

\_\_\_\_\_  
Date

May 7, 2021  
Date

00-0646757  
Federal I.D



**EXHIBIT A- DETAILED SCOPE OF SERVICE:**  
**SCHOOL HEALTH CENTERS-Clifford Beers**

**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 Mental Health Services**

1. Psychological assessments
2. Crisis intervention and advocacy
3. Individual, family and group counseling
4. Health education
5. Substance abuse/AIDS counseling and referral
6. Referral for follow-up services, diagnostic procedures and treatment of conditions that are beyond the scope of services provided in the clinic
7. Outreach to families and at risk students
8. Case management
9. Mental health services that do not supplant existing school health services
10. 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
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 35 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 15<sup>th</sup> 2021**, 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 35 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 30<sup>th</sup>, 2019 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 if 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 and mental health 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 or 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, Mental Health, 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 and mental health 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 and one mental health RBA 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
<p>1. Improve access to and utilization of primary and preventive health care and other essential public health services.</p>	<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>
<p>2. Reduce the occurrence of preventable disease among SBHC Clients.</p>	<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>
<p>3. SBHC Clients will utilize mental health services to improve their psychosocial functioning through assessment, intervention and referral.</p>	<p>a. 90% of school staff receive information about the mental health services offered through the SBHC.</p> <p>b. 85% of Clients identified with a mental health concern through risk assessment screening receive a mental health assessment administered by the SBHC mental health clinician or are referred for appropriate assessment.</p> <p>c. 50% of Clients receiving mental health services through the SBHC for at least three months of regular therapy demonstrate improved psychosocial functioning.</p> <p>d. 90% of Clients identified as having mental health needs that exceed the scope of services provided through the SBHC are referred to an outside mental health specialty service.</p>

<p>4. Reduce the severity and frequency of asthma symptoms among Clients with asthma who utilize the SBHC.</p>	<p>a. 80% of Clients with asthma have a written asthma action plan.</p> <p>b. 70% of Clients compliant with a written asthma action plan show improvement in symptoms as documented by a health care provider in the medical record.</p> <p>c. There is a 20% decrease in urgent visits (visits by Clients seen in School Based Health Clinic due to asthma symptoms) as assessed by clinician notes, Electronic Health Record, or Data Base.</p> <p>d. 90% of Clients with asthma have a documented flu vaccine.</p> <p>e. The number of Clients with asthma that report reduction in admissions to the Emergency Department during the school year is increased by 20%.</p>
<p>5. Reduce the proportion of SBHC Clients with obesity.</p>	<p>a. 90% of SBHC Clients of medical services have documentation of BMI in their record.</p> <p>b. 80% of SBHC Clients of medical services with a BMI &gt; 85<sup>th</sup> percentile receive education and/or counseling about nutrition and physical activity, or are referred for education and/or counseling.</p> <p>c. 25% of SBHC Clients of medical services with a BMI &gt; 95<sup>th</sup> percentile have a written plan to improve nutrition and increase physical activity and are offered follow-up on a regular basis.</p> <p>d. 50% of SBHC Clients who have a written plan to improve nutrition and increase physical activity and who receive follow up report that the plan was shared with their family, and/or report a positive lifestyle change (i.e. increased physical activity, improved nutrition, reduced “screen” time, elimination of sugary drinks in their diet).</p>
<p>6. Reduce the occurrence of STDs among Client SBHC Clients. <b>(Reproductive Health – clients in grades 7-12)</b></p>	<p>a. 85% of sexually active Clients are screened for STDs.</p>

**2. Satisfaction Surveys: Students, Parents and Staff:**

- a. All SHCs must use the uniform NHPS student satisfaction survey and distribute/collect/summarize these surveys each year to students in grades 5-12 using the quantity guidelines below. Each site must enter their survey responses into the NHPS Survey Monkey tool by May 30<sup>th</sup> of 2022.
- b. The survey will include questions to ascertain satisfaction with the cultural competency of service provision. Results of the survey will indicate that at a minimum, **85% of clients/parents/guardians of Clients using the SHC are satisfied with services received.**

- c. Results of **staff surveys** will indicate that at a minimum, 85% of staff grade the site with an A or B, and /or at least 85% they rate their experience with the SHC staff as Good or Great.

The SHC Director and Subcontractors will collaboratively develop uniform NHPS satisfaction surveys for parents (grades K-8) which will eventually be used across all sites. Each SHC will distribute/collect/summarize before May 30<sup>th</sup>, 2022.

Quantity Guidelines for all Surveys:

1. For schools with up to 500 students: Collect at least 50 completed student surveys, 20 parent surveys and 20 staff surveys
2. For schools with more than 500 students: Collect at least 75 completed student surveys, 20 parent surveys and 25 staff surveys

The survey will include questions to ascertain satisfaction with the cultural competency of service provision. The Contractor will include strategies to address survey findings in the year end report.

**REQUIRED PROGRAMMATIC REPORTS (All sites)**

**A. TRIMESTER ACTIVITY REPORTS: For \*DPH & NHPS**

The Subcontractor /staff shall complete and submit their site-specific Program Activity Reports (DPH and Non DPH) per DPH and SHC Director instruction, on official report forms provided, to the SHC Director following the schedule below:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2021
November through February	March 10, 2022
March through June	July 10, 2022

**1. DPH & NHPS REQUIRED DATA –Trimester Reports**

The Subcontractor will meet the State Department of Public Health requirements by collecting and documenting all required information for the DPH/NHPS Reports, including but limited to:

- a. Access/Enrollment documentation
- b. Utilization documentation
- c. Demographics of enrolled Students
- d. Disposition
- e. Provider Information (NP/SW visits)
- f. Insurance information
  
- g. Mental Health Screenings Status: The Contractor shall provide mental health screening with a formal tool approved by Board for all clients at the time a physical examination is performed, at a minimum
- h. Progress indicators for selected diagnoses per NHPS
- i. Health Education Efforts

**2. STATISTICAL DATA EXPORTED FROM EMRs: \* DPH funded Sites:  
Due end of the year (by July 10, 2022)**

The Subcontractor will export data for all SHC visits (medical and mental health) at the end of the school year that includes, student ID, diagnoses, date, procedure codes, demographic, insurance, disposition, grade and provider information by site from their Electronic Medical record system to Department of Public Health secure folder. DPH Contact: Johanna Davis. [Johanna.davis@ct.gov](mailto:Johanna.davis@ct.gov)

**B. YEAR-END REPORT:** The Subcontractor agrees to submit:

The final program, statistical and expenditure reports for each site, in the formats provided by Department of Public Health and/or NHPS, shall be submitted within thirty (30) days after the termination of this contract (July 10<sup>th</sup>) and shall be due no later than August 10, 2022.

Parts of Year End Report:

- a. **Completed Year end report for every site (using NHPS template)**
- b. **Annual Results Based Accountability Report Cards (RBA) by Agency for each DPH site : Outcomes Based on the 3 tracked outcome measures selected.**
  - Must include access and utilization measures and choice of 2 others from DPH Outcome Measures table in the format provided by DPH
  - Subcontractor will complete two RBA reports by agency for DPH funded sites. One for Medical and one for mental health objectives, and submit to CSH Director & DPH by August 1<sup>st</sup>, 2022, using the templates and graphs provided by DPH.
- c. Satisfaction Survey Results entered into Survey Monkey: **Due by May 30<sup>th</sup> 2022**
- c. **Data Export from EMRs for the school year**

**C. EXPENDITURE/SALARY DETAIL REPORTS & INVOICES: For DPH Funded Sites**  
**REIMBURSEMENT REVENUE REPORTS- Required for ALL sites**

a. The Subcontractor shall provide expenditure reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

**FINANCIAL REPORTS/INVOICES: For DPH Funded Sites**

The Contractor shall provide financial reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2021
November through February	March 10 2022
March through June	July 10, 2022

b. The Subcontractor will also submit a completed staff salary/rate and hourly Detail Report (use form provided by NHPS) with the DPH financial forms/invoices.

c. **All Subcontractors billing for SHC services at any site will submit the following per the schedule above to the SHC Director:**

- a. Billing Revenue Report by SHC site
- b. A report describing how the revenue is supporting the SHC sites
- \* Any expenditures with either DPH funds or revenue generated from billing, must be used to maintain, enhance or expand SHC services.

**D. COMPENSATION & THIRD PARTY BILLING REVENUE**

**A.** As compensation for all services rendered pursuant to this Contract, the Board agrees to pay a fee at a rate specified or in accordance with the formula and amount set forth in this Contract. This Contract will remain in effect from July 1st through June 30th of the service year, as stipulated in this Contract, unless terminated sooner in accordance with the terms hereof, whichever comes first.

Compensation will be made upon the submission of an invoice and is contingent on the timely receipt of expenditure reports, invoices and all program and service reports outlined in this Contract.

If incorrect or incomplete expenditure reports and data reports are submitted, the Subcontractor will have ten (10) business days to submit a corrected report. Board and Subcontractor will work collaboratively to resolve the matter.

In the event that data reports have not been submitted by the deadlines stipulated in the Contract, the Board will delay payment or, reduce the amount of the payment, or, in the case of non-compliance with requirements set forth in this Contract, to reduce the amount of payments based on the Subcontractor's non-conformance with reporting requirements.

### **B. Third Party Billing Revenue**

All subcontractors staffing any SHC must attempt to bill at least Medicaid, and attempt to contract with private insurance companies for all eligible services and maximize reimbursement possibilities.

**A goal for the NHPS this year is to explore and secure reliable revenue stream options to ensure equitable support, sustainability and/or expansion of SHC services and support for other evidence based school health initiatives across schools that promote NHPS goals.**

#### **1. Medicaid and Private Insurance**

The Subcontractor will bill Medicaid and private insurance for all eligible services in accordance with Subcontractor's policies;

2. All third-party reimbursements must be used to support and/or expand the SHC program operations.

Reports will be provided to the Board, upon request and through trimester reports, about how all revenue from billing reimbursements is supporting and/or expanding the SHC Program;

4. If billing is not being maximized currently in accordance with Subcontractor billing policies and procedures, the Subcontractor must develop a plan with the SHC Director by September 15<sup>th</sup>, 2021 about how billing will be maximized, with a timeline;

5. The Subcontractor will submit a billing revenue expenditure report for all SHC services using the NHPS template provided with the Financial Reports/invoices following the same trimester schedule;

6. The SHC Director will evaluate the billing performance each trimester and review at least annually with the Subcontractor to determine billing and license arrangements for the following year that will best support the entire SHC program;

**2.Revenue Generated from SHC Billing/Reimbursement :** To ensure compliance with the DPH contract requirement " *The Contractor shall use revenues generated from reimbursement from billed services to maintain, enhance and expand(SHC) services*" in a collaborative and transparent manner, Contractors will:

*1. Work together with NHPS to increase diverse and reliable sources of revenue to maintain, enhance and expand SHC services in an equitable manner as part of our SHC Partner Advisory Committee work;*

*2. Complete Billing Revenue Expenditure reports on a trimester basis that documents where and the amount of reimbursement revenue from any SHC billing are being spent in any of the acceptable areas listed below;*

*3. Work with NHPS to evaluate cost effectiveness and efficiency of both billing practices and of operating SHCs across agencies*

**Acceptable Areas for Reimbursement Revenue**

1. SHC salaries and benefits
2. SHC equipment, furniture, supplies
3. Partial program-related administrative services (billing, supervisory)
4. Approved expansion of hours/services at SHC sites



**NEW HAVEN PUBLIC SCHOOLS**

**EXHIBIT B**

**STUDENT DATA PRIVACY AGREEMENT  
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18