



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Sue Peters, APRN, MPH
Date: 5/5/21
Re: Request Agreement Approval: Medical Billing of CT

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:** Medical Billing of CT
2. **Description of Service:** The contractor will process and submit all dental and medical claims for reimbursement and resolve and resubmit any denied claims for the department.
3. **Amount of Agreement:** \$2.99 per claim and 8% of gross insurance reimbursement for services.
4. **Funding Source** and account number: Medicaid Budget- 2534-5408-56694.
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: Other local billing contractors require a minimum number of claims, which is much higher than we generate, and/or charge a fee if under minimum of \$3,000 or more, making this contractor the most reasonable for our needs.
 - c. If this is a continuation, when was the last time alternative quotes were requested?
3 years ago
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
No. The district does not currently bill for health services in house.
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? *No*
- d. Is the Contractor a public corporation? *No*
- e. Is this a renewal/continuation Agreement or a new service? *Renewal.*
- 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: *No. The services of the contractor are specific to our program and our district does not currently have a claims department that could assume this function.*

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.
This contractor brings more than 10 years of experience as a pediatric dentist who served New Haven families in a local practice, who helped us open our first clinics start and is committed to supporting our schools and families.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?
We partnered with a different billing company 5 years ago when we started our program. They were not local and did not satisfactorily submit claims in a timely way, resulting in many denials. The current contractor was selected through a formal bidding process, and they are local, understand CT billing/claims processes.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: *Described in "b" above. In addition, this contractor has among the lowest denial rates (under 3%) of all competitors in the bidding process.*

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?
This contractor is local and very efficient in processing and following up on any denied claims for dental and medical services rendered in school clinics. Their deliverables are included in the contract and we meet twice a year to review the completion of their performance. This year we held zoom calls.
If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. *We track all processed claims and denials monthly and calculate the rate of denied claims. This contractor has consistently performed under the 3% rate, which has allowed us to maximize the reimbursements, especially during a year when our billable visits were less than 10% of a "normal" year of services.*

How is this service aligned to the District Continuous Improvement Plan? *Dental problems are the second leading health reason for absenteeism in CT and the nation. By providing screens and other preventive dental care in school, we are helping to prevent absenteeism, and to keep children healthy and available to learn. Through screenings and exams, we are able to identify dental problems early and to provide some early restorative dental care before the issue becomes more serious and costly, and causes students to miss school.*

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

This agreement is fiscally sound because they were the least expensive of any company we have used and of any company that responded to our last RFP. They also have not increased their fees in three years, and are actually reducing our costs for the 19-20 school year by almost \$2,000. This year was unusual given the low number of visits, but we have at least maximized what we did make through this contractor.

11. What are the implications of not approving this Agreement? *If this agreement were not approved, we would need to close all our dental clinics until another billing company could be secured.*

**AGREEMENT COVER SHEET
TO BE COMPLETED BY DISTRICT EMPLOYEE**

PLEASE ATTACH TO AGREEMENT

PLEASE TYPE

CONTRACTOR FULL NAME: Medical Billing of CT
DOING BUSINESS AS, IF APPLICABLE: Medical Billing of CT

BUSINESS ADDRESS: 35 Jem Woods Road, Oxford, CT 06519

BUSINESS PHONE: 203-870-1796

BUSINESS EMAIL: michelle@medicalbillingofct.com

SS# OR TAX ID #: On File

PREPARED BY: Sue Peters

PRINCIPAL OR SUPERVISOR: Sue Peters

AGREEMENT EFFECTIVE DATES: From 07-01-21. To 06-30-2022.

HOURLY/ DAY/or PER SESSION RATE:

TOTAL AMOUNT: \$2.99 per claim and 8% of gross insurance reimbursements for services

DESCRIPTION OF SERVICE: Please provide a one or two sentence description of the service.

Medical Billing of CT will provide NHPS-SHC department with billing services for medical dental services rendered at Riverside SHC and in 6 school dental clinics.

In addition, please attach a detailed scope of service and a copy of the Contractor's resume:

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



MEDICAL BILLING OF CT

Service Agreement for New Haven Public Schools.

Date
May 1, 2021

Services Performed By:
MEDICAL BILLING OF CT
35 Jem Woods Road
Oxford, CT 06478

Services Performed For:
New Haven Public Schools
54 Meadow Street, 3rd Floor
New Haven, CT 06519

This Agreement entered into on the 1th day of May, 2021 effective, the 1th day of July, 2021, by and between the New Haven Board of Education (herein referred to as the Client) and, Medical Billing of CT located at 35 Jem Woods Road, Oxford, CT (herein referred to as MBCT).

WHEREAS, MBCT is a healthcare billing and service company which provides computerized claims, billing, and collection services to healthcare providers and which files medical insurance claims on behalf of healthcare providers with government, healthcare, commercial companies and other entities by electronic and paper means, and which also provides for billing services directly to patients or for patient's portion of healthcare provider fees not covered by insurance; and,

WHEREAS, the Client desires to retain MBCT to provide it with claims and billing services whereby MBCT will file insurance claims with government, healthcare, commercial companies and other entities by electronic and paper means on behalf of Client;

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

The intent of this document is to confirm the terms of engagement of Medical Billing of CT (MBCT) to assist NHPS with the discussed Medical, Behavioral and Dental Billing Service. This Agreement will

outline the basic responsibilities and objectives for MBCT's Medical Billers during the course of this engagement.

SCOPE OF SERVICE: *Brief description of service deliverables. In addition, please attach a detailed Scope of Service that describes all deliverables, locations and costs for service, including supplies, materials and travel, if applicable:*

Scope of Work for Medical, Behavioral and Dental Billing

MBCT shall provide the Services and Deliverable(s) as follows in a timely manner:

- I. Process all the Client's Medical, Behavioral and Dental insurance claims for payment by government, healthcare, commercial companies and other entities by either electronic or paper means when necessary. MBCT will process and submit all Clients' claims within eight (8) days by electronic means wherever possible, and by paper means otherwise when no other method is supported for billing.
- II. MBCT will bill Dental claims from Denticon and/or by using excel sheets (for dental screenings and services) to bill Medicaid DSS, other insurance carriers to follow in the future.
- III. MBCT will be relying on the accuracy of the data entered by NHPS employees, Denticon and the accuracy of the excel sheets to properly bill claims to Medicaid DSS (example: demographic info, DOB and ID's numbers).
- IV. Post the payments received from the insurance payer or funding source to the patient file via Electronic Remittance into AdvancedMD Practice Management web based Software within 8 days of receiving ERA and 15 days of receiving paper EOB's.
- V. File any secondary or tertiary claims when necessary.
- VI. MBCT will obtain Medicaid numbers and check eligibility insurance benefits when proper demographics information is provided by client, when needed for students who receive medical behavioral or dental services within 8 business days of receipt of list.
- VII. Review all Explanation of Benefits (EOB) forms and respond to all billing inquiries from the payers and patients.
- VIII. Denticon Fees: MBCT will deduct the costs for Denticon bill submission fees from their monthly invoices.
- IX. **Reports:** Produce accurate and complete monthly provider productivity and credit balance reports and advise the Client of any refunds due to payers for services billed hereunder on a timely basis.
 - A complete Report the number of claims submitted, paid and denied (with associated dollar amounts) will be provided monthly BY PROVIDER, By School and BY SERVICE rendered within ten (10) business days following last day of every month
 - MBCT will provide client with **reason for denials** within ten (10) days of reported denial for any Dental , Medical and Behavioral **and provide guidance (within 10 days of reported denial)** to clinicians and SHC Director about how to fix and will resubmit claims on behalf of client

- MBCT will provide client (Sue Peters and Laura Benevento) with a reimbursement payment table by service within 5 business days following EACH DSS payment cycle (following DSS payment 2 week schedule)
- X. With the prior consent of the Client, timely issuing refunds of overpayments in the name of the Client to payers.
 - XI. Maintain billing and collection records for Medical in AdvancedMD under Notes Section and update records.
 - XII. MBCT shall promptly notify Client of any actual or suspected overpayment paid to or received by Client and shall assist Client in reviewing such actual or suspected overpayment so that Client may comply with their obligations under federal and state laws.
 - XIII. **Support:** Primary Support and maintenance will be provided at no additional cost throughout the life of this agreement using AdvancedMD technical support and MBCT as backup support, with response provided within a four (4) hour time period Monday through Friday during regular business hours of 9:00AM – 5:00PM
 - MBCT will provide timely billing related support to NHPS providers, staff and supervisors and respond to inquiries or requests with staff within 2 business days in writing (copy Sue Peters on all communication with program staff).
 - MBCT will meet with NHPS staff at least quarterly and/or by request to review billing data and discuss issues, plans etc. to maximize billing revenue.
 - MBCT will provide ongoing assistance with obtaining HUSKY identification numbers for students using our communication protocol and spreadsheets prior to screens, and correct any identified names/numbers on the spreadsheets..
 - XIV. NHPS owns all student and billing claim data. MBCT will transfer all data to NHPS per arrangement with NHPS IT and MBCT upon request of Client and/or within 15 business days of termination of contract between MBCT and NHPS.

Client Responsibilities for Medical and Dental

- I. Client agrees to make available to MBCT all information necessary to properly process the Client's claims and to submit all such billing and insurance information to MBCT for proper billing.. MBCT will solely rely on accurate information coming from clients AdvancedMD EHR software.
- II. Client acknowledges that MBCT will rely on proper name and DOB for claims submission
- III. Client understands that MBCT will have no authority over client's AdvancedMD software.
- IV. Client will pay for all fees associated with Denticon software, and pass the usage fees to MBCT monthly to be deducted from MBCT invoices
- V. Client understands that MBCT will NOT provide insurance pre-authorizations.
- VI. Client warrants and represents that all such claims and billing information is entirely accurate and truthful to the best of their knowledge coming over from AdvancedMD EHR software & Denticon and or other third party software. If any investigation is initiated or if any action is

brought by any individual, company, or entity whatsoever regarding any of the claims filed by MBCT on behalf of Client, then Client agrees to cooperate fully in any such investigation or action and shall provide all relevant supporting documentation to support the claim(s) filed.

- VII. Client will need one-point person to work with MBCT for the data entry work to be entered into the AdvancedMD practice management software, such as new patient’s demographics info, insurance cards, and daily charge out using a superbill format, online charge entry or iPad entry into the billing system. Other responsibilities include scheduling patients, collecting copay, and handling check-in and check-out procedures.

Negotiated Client Rate for Billing Services

Client will pay MBCT 8% of the total (gross) amount collected with a minimum of one thousand dollars (\$1000.00) from all funding streams with which the Provider/ Client is credentialed within or out of network on a monthly basis. The Client agrees to provide copies of all Explanation of Benefits (EOB) forms received from insurance payers to MBCT as well as records of payments received directly from patients.

(Example: MBCT bills out \$130 claim to Anthem, Anthem in returns pays \$95.00 for the claim, MBCT will bill 8% on the \$95.00 and invoice for \$7.60 for that claim).

Client Rate for AdvancedMD EHR\PM Software

Summary of fees for NHPS and schedule of payments	Payment Due Date:
\$2.99 per encounter for AdvancedMD EHR\PM	Due within 45 business days of invoice received
\$150 minimum per month for AdvancedMD EHR\PM to maintain software subscription, this also applies for any months not in use.	Due within 45 business days of invoice received
8% of gross amount of payments collected from claims	Due within 45 business days of invoice received
Any Additional EHR\PM Training \$150	Due within 45 business days of invoice received
A onetime cost of up to \$5000.00 conversion fee to extract Practice fusion EHR to AdvancedMD EHR	Due within 45 business days of invoice received

AdvancedMD PM and EHR Software is included

<ul style="list-style-type: none">✓ Practice Management web based✓ Scheduler View & Control in One Pain of Glass✓ Flexible & customizable documentation Advanced Reporting with practice's financial health✓ Practice on the go with iPad & iPhone✓ 99% uptime	<ul style="list-style-type: none">✓ Advanced Billing /Capture Charges anytime anywhere✓ Built in Clearing House/EDI✓ Free automatic Software updates included.✓ Backed up and secure with military-grade encryption✓ Ongoing support with response within two-hours from time of request
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“*Billable Encounter*” means a unique visit number in the Hosted Programs or the Third Party Services for which charges are posted during the billing month, but excluding visit numbers (i) created by the system (with a charge code typically beginning with “#”) and (ii) for which all charges are voided during the billing month, and for which a claim has not been sent to a payer. **Encounter overages are \$2.99 per encounter**

MBCT will close its books for billing purposes on the last day of each month. **Prior to monthly billing, a review will be held between Client and MBCT to ensure that all obligations related to the billing have occurred.**

MBCT will bill the Client for its services on the fifth (5th) business day of each succeeding month for the previous month's processing. The Client will pay MBCT for its services within **forty-five (45) days of receipt of MBCT's invoice**. If the Client fails to submit payment within forty-five (45) days of receipt of an undisputed invoice, the Client will pay an additional three (3) percent per month late charge for each month or any portion thereof payment. If payment is not received within forty-five (45) days, MBCT will advise CLIENT in writing of its intent to stop all billing services to all insurance carriers within thirty (30) days until payment is received.

Confidentiality

All patient information and data provided by the Client to MBCT shall be kept confidential and shall not be disclosed to anyone outside of MBCT other than to the extent necessary for MBCT to process and submit claims for the Client. In addition, the Client will not divulge the contents, terms or conditions of this Service Agreement (SA) to any third party without the express written consent of MBCT.

Invoices shall be submitted monthly in arrears, referencing this Client's SA to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice.

MBCT agrees, and shall cause its employees, agents and contractors to agree, that the services they render hereunder shall be rendered in compliance with all applicable laws relating to the confidentiality and security of patient information, including and without limitation, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and any current and future regulations promulgated thereunder, as amended from time to time. MBCT shall not access, use or disclose protected health information (as that term is defined by HIPAA) except as set forth in that certain Business Associate Addendum entered into between the parties.

Reporting within AdvancedMD

MBCT shall provide CLIENT management with reports regarding the practices A/R Health. There are more than 150 standard reports, and custom reports available for an additional charge. MBCT gives the Client details and visibility they need to effectively manage the business side of their medical practice.

See monthly reports request in first section

Errors and Omissions

It is recognized by the Client that errors in processing claims may occur, resulting in the disallowance of claims and/or demands that the Client return funds paid to them by a payer. The disallowance of claims and/or demands for return of funds paid may be the result of human error, whether by the Client or MBCT, but may also be the product of existing ambiguities in the laws and regulations regarding the appropriate manner of processing claims and/or eligibility for reimbursement for various types of services.

MBCT will take commercially reasonable and appropriate measures, at its sole cost and expense, to promptly correct any error to the extent such error results from an act or omission of MBCT or its agents, employees or contractors.

The Client will indemnify, defend, and hold MBCT harmless for any and all disallowance of claims, and any and all demands, claims, suits, actions or judgments for return of funds arising out of the provision of incorrect or incomplete information provided by Client to MBCT.

MBCT agrees to indemnify, defend, and hold harmless Client and its officers, governing body, employees, agents, and contractors from any and all loss, liability, damage, cost, and expense, including and without limitation civil monetary penalties, monetary settlements, fines, damages as a result of attorney general enforcement, and attorneys' fees resulting or arising from: (i) the return of reimbursements to payers due to an error or mistake by MBCT or any of its agents, employees or contractors; (ii) violation of any applicable law by MBCT or any of its agents, employees or contractors, including but not limited to HIPAA, state data privacy laws and Medicaid reimbursement laws, regulations, rules, bulletins and

guidelines; or (iii) the use or disclosure of any reimbursement information provided to MBCT by Client not consistent with applicable law or regulation or this Agreement.

It is further agreed by the parties that in the event that the Client is required to return funds due to inaccurate information provided by Client to MBCT, any portion of those amounts that were paid to MBCT as compensation for MBCT's provision of services under this Agreement will be non-refundable.

Representations and Warranties

MBCT acknowledges that Client is relying on these representations and warranties as essential elements to this agreement, representing as they do, material inducements, without which Client would not have entered into this Agreement.

(a) General Services Warranty. MBCT warrants that all services provided shall conform to the level of quality performed by experts regularly rendering this type of service.

(b) Qualifications. MBCT warrants all employees, agents, and subcontractors engaged to provide items or services under this agreement (collectively "Personnel") possess and will maintain all the skills, experience, and qualifications necessary to provide the services contemplated by this agreement, including any required training or certification.

(c) Good Standing. MBCT warrants that MBCT is a legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Connecticut.

• (d) Non-infringement. MBCT warrants that the MBCT's services and/or Client's use of products, processes, techniques and methodologies provided by MBCT or developed by MBCT shall not infringe upon the copyright, patent, or other proprietary rights of others.

(e) Not Excluded. MBCT warrants that neither MBCT, nor, to the best of MBCT's knowledge, Client, is excluded from participating in the Medicare or Medicaid program nor currently debarred or suspended or listed on the General Services Administration's ("GSA") List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with Executive Orders 12549 and 12689, "Department and Suspension". MBCT shall immediately notify Client if it becomes debarred or suspended during the term of this agreement. MBCT further represents that no adverse action by the federal government that will or may result in exclusions from a federal health care program has occurred or is pending or threatened against MBCT or its affiliates, or to the best of its knowledge, against any Personnel. MBCT agrees that it shall not perform any act that shall cause MBCT to be

excluded from a federal health care program or debarred, suspended or listed in the GSA's List of Parties Excluded from Federal Procurement or Non-Procurement Programs during the term of this Agreement.

(f) Compliance with the Laws. MBCT and its Personnel shall perform its/their duties, obligations, and responsibilities under this agreement in compliance with all applicable laws, regulations and regulatory guidelines, including and without limitation, Medicare and Medicaid rules and regulations.

MISCELLANEOUS TERMS

- During the term of this Service Agreement, the Client will not use the services of any other claims processing companies and will allow MBCT to process all of the Client's medical insurance claims from all funding streams at all of its locations for a one (1) year commitment.
- MBCT will be serving as a conduit of information and claims data between Client and many insurance payers, both government and commercial. Client will be providing all such claims information and data to MBCT, including but not limited to procedure codes, identifying the exact procedures Client has performed on patients. Client verifies that all such procedures were in fact performed on the patients as specified. MBCT has no authority to and will not change any of these procedure codes without the express permission and direction of Client.
- This Service Agreement shall be interpreted under the laws of the State of Connecticut and any disputes between the parties concerning the validity, interpretation or performance of any of the terms or provisions of this Service Agreement or of any rights or obligations of the parties hereto shall be resolved in Connecticut. If MBCT discovers evidence of misconduct by CLIENT relating to billing, MBCT may refrain from submitting questionable claims and notify CLIENT of its determination in writing. If MBCT discovers credible evidence of CLIENT's continued misconduct following such a notice or discovers willful, deceptive, flagrant, fraudulent or abusive conduct by CLIENT, MBCT may (i) refrain from submitting any claims MBCT determines to be false or inappropriate, (ii) terminate this Agreement, without penalty, immediately on written notice, and/or (iii) report the misconduct to appropriate State and/or Federal authorities.
- This Service Agreement and any attached Appendix represent the entire agreement between the parties and shall not be modified unless done so in writing signed by or on behalf of both parties.
- Access to Records. If Section 952 of the Medicare and Medicaid Amendments of 1980, 42 U.S.C. § 1395x(v)(1)(I), is applicable to this agreement, then MBCT shall make available upon written request by the Secretary, U.S. Department of Health and Human Services (the "Secretary") or upon request by the Comptroller General, or any of their duly authorized representatives, this agreement and all books, documents and records of the MBCT that are necessary to certify the nature and extent of the costs incurred by the Client with respect to the services furnished under this agreement.

- Audits. MBCT agrees that in the event that the Client is audited by federal or state authorities or a third party payer with respect to compliance with Medicare or Medicaid reimbursement, billing and/or collection laws or practices, or regulations and policies applicable to billing and collection services provided during the term of this agreement, or any claim of overbilling or other impropriety is asserted with respect thereto, MBCT shall provide such services, information and documentation as the Client may reasonably request in connection with such audit or claim (and any appeal therefrom).
- Obligation after Termination. Except as otherwise provided herein or in any amendment hereto, following the effective date of termination of this agreement, both parties shall cooperate in the final reconciliation of fees owed hereunder, which shall be calculated by MBCT no less than six (6) months after termination of this agreement. In addition, upon termination of this agreement, and upon request by the Client, MBCT shall turn over to the Client on electronic media or in such other format as Client shall request, all of Client's data, records and information in MBCT's possession.
- **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.
- **TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to MBCT by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to MBCT for all services rendered by MBCT 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.
- **Fiscal support** for this Agreement shall be by Medicaid Account- SHC Program of the New Haven Board of Education, **Account Number:** 2534 - 5408 – 56694
- This agreement shall remain in effect from July 1st, 2021 to June 30, 2022.

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

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement effective July 1st, 2021.

MEDICAL BILLING OF CT

NEW HAVEN BOARD OF EDUCATION

Michael Allen

Contractor Signature

Yesenia Rivera, President

05/01/2021

Date

Date

Michael Allen COO

Contractor Name Printed or Typed



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