

**EXEMPT PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN
THE CITY OF SOMERVILLE AND
CAMBRIDGE HEALTH ALLIANCE
1493 CAMBRIDGE STREET
CAMBRIDGE, MA 02139**

This Contract is made this ___ day of _____ 2021 by and between the City of Somerville, acting through its School Department (the "City"), and Cambridge Health Alliance, Teen Health Center, 1493 Cambridge Street, Cambridge, MA 02139 (the "Vendor").

WHEREAS, the City seeks the services for providing comprehensive health care services to students described on Appendix A hereto (the "Services"); and

WHEREAS, the City has determined that the Services are exempt from the bidding process pursuant to G. L. c. 30B, § 1(b)(16); and

WHEREAS, after an investigation, the City has determined that it would be in the best interest to contract with the Vendor for the Services; and

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

A. Generally.

The Vendor shall provide the Services described in Appendix A - Scope of Services, attached hereto and made part hereof.

B. CORI.

To ensure compliance with the City of Somerville health and safety regulations, and in accordance with the Massachusetts Education Laws and Regulations, the Vendor

certifies that any employees and/or volunteers working on-site noted above under this Agreement will undergo appropriate background checks using the Massachusetts Criminal Offender Record Information (CORI) system prior to being hired and/or appointed to work on this program.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services by August 1, 2031 ("the Completion Date").
3. The term of this Contract may be extended by written agreement of the City and the Vendor.

ARTICLE III. PRICE AND/OR COMPENSATION

The Vendor shall not invoice the City, and the City is not obligated to pay the Vendor, any amounts in excess of \$-0- for the Services.

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or

3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or
5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or
6. The Vendor is involved in a winding up or dissolution of a partnership or of a corporation; or
7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:
 - (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,
 - (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control,
 - (iii) failure to perform this Contract in compliance with applicable Massachusetts Department of Public Health or other federal, state and local requirements for school-based health centers,,
 - (iv) discontinuance of the Services for reasons not beyond the Vendor's reasonable control,

- (v) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or
- 8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor under any of Sections A.1-6 of this Article, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. In the event of a default by the Vendor under Sections A.7 or A.8 of this Article, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date no less than 30 days after the date of such notice by which the Vendor shall cure the default. If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

C. Termination For Convenience.

- 1. Notwithstanding any language to the contrary within the body of this Contract, either party may terminate this Contract without cause upon six months' prior written notice to the other party.
- 2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City:

1. Cease performance upon the stated termination date; and
2. Return all tools, equipment, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

E. Rights and Remedies.

1. The City shall have the right to:
 - a) disallow all or any part of the Vendor's invoices not in compliance with this Contract; and
 - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
 - c) pursue remedies under any bond provided; and
 - d) pursue such other local, state and federal actions and remedies as may be available to the City.
2. Either party shall have the right to sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any of the other party's obligations hereunder.
3. Any termination shall not affect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.

4. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City at law or in equity.

ARTICLE V. INSURANCE

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in Appendix B attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring thirty (30) days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent.

ARTICLE VI. GENERAL PROVISIONS

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) if amounts are to be paid hereunder, funding is appropriated for this Contract or otherwise made available to the City.

- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: MO46 001 414.
- E. Indemnification.** The Vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub- contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.
- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.

K. Notice. The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile transmission; (iii) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,

1. To the Vendor addressed to

Cambridge Health Alliance
1493 Cambridge Street
Cambridge, MA 02139
Attn: Chief Executive Officer
Fax No.: (617) 665-1003

with a copy to: General Counsel, Cambridge Health Alliance, 1493 Cambridge Street, Cambridge, MA 02139; Fax No. (617) 665-1003.

2. To the City addressed to:

City of Somerville School Department
8 Bonair Street
Somerville, MA 02145
Attn: Superintendent of Schools
(617) 629-5661

with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.

Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

L. Captions. The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

M. Additional Provisions. Other conditions governing this Contract are set forth in the following appendices:

Appendix A- Scope of Services

Appendix B - Insurance Specifications

Appendix C - Compliance with Civil Rights Act of 1964

Appendix D - Criminal Offender Records Information (CORI)

The above-described appendices are, by this clause, made an integral part of this Contract.

The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Organization.** The Vendor is a duly organized and validly existing corporation/partnership/trust/sole proprietorship/ other: Public Instrumentality (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/ trust/ other: Chief Executive Officer (select one) to and in full compliance with the authority granted by its organizational documents and its votes or

resolutions, which authority has not been amended, modified or rescinded as of the date hereof.

- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: 04-3320571.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).

[Signature page follows.]

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

<u>CITY OF SOMERVILLE</u>	<u>VENDOR</u>
<p>I hereby certify that there is an unencumbered balance of <u>\$ 0</u> available for this Contract and furthermore that this sum is hereby encumbered against the appropriate account for the purpose of this Contract. Further, I certify that as funds become available, I will encumber additional amounts of money as are required under this Contract.</p>	<p>Cambridge Health Alliance</p>
<p>_____ Edward F. Bean Director of Finance, City Auditor</p>	<p>_____ Assaad Sayah, MD Chief Executive Officer</p>
<p>_____ Joseph A. Curtatone Mayor</p>	<p>Address: 1493 Cambridge Street Cambridge, MA 02139</p>
<p>_____ Mary Skipper Superintendent of Schools</p>	<p>Tax ID: 04-3320571</p>
<p>APPROVED AS TO FORM:</p>	
<p>_____ Francis X. Wright, Jr. City Solicitor</p>	

APPENDIX A

School-Based Health Center at Somerville High School Scope of Services

Cambridge Health Alliance, (“CHA” or the “Vendor”) will operate the school-based health center located at Somerville High School and known as the Teen Connection (the “SBHC”).

CHA will operate the SBHC in accordance with Massachusetts Department of Public Health (“DPH”) and all other federal, state and local requirements applicable to school-based health centers, including the Massachusetts School-Based Health Center Quality Standards, as the same may be updated or revised by DPH from time to time. Such standards as in effect as of the date of this Contract are attached to this Appendix as Attachment 1. Without limiting the generality of the foregoing:

1. CHA will provide and be responsible for all management and staffing of the SBHC.
2. The SBHC will be open for walk-in and scheduled appointments during the hours set forth below each day that school is in session and also during the two week period preceding the start of the school year beginning and two week period immediately after the school year ends or as otherwise agreed in writing:

Mondays: 8:00am - 4:00pm

Tuesdays: 8:00am - 3:30pm

Wednesdays: 8:00am - 3:30pm

Thursdays: 8:00am - 3:30pm

Fridays: 8:00am - 3:00pm

3. CHA will provide the following services at the SBHC:
 - a. primary care services, sexual and reproductive health counseling and services, lab services, immunizations, case management, social services, nutrition, referrals, education and outreach, and health insurance counseling;
 - b. mental health and substance abuse prevention and treatment services.

CHA may also provide dental services, or arrange for dental services to be provided, at the SBHC.

4. CHA will provide referrals for dating violence, tobacco use, drug and alcohol use, psychiatry, prenatal care, dental care, eye care, care that requires a hospital setting, care that requires a specialist not available at the clinic, special education, crisis intervention.

5. CHA will provide treatment to students without health insurance and provide counseling regarding the same.
6. CHA will provide adequate on-call services for coverage on weekends, evenings, and holidays.
7. CHA will obtain consents to treat as required by law.
8. Emergency services will not be provided at the SBHC. Any student presenting at the clinic with the need for emergency services will be assessed, adequately triaged, and immediately sent to the appropriate emergency facility.
9. CHA will comply with the Health Insurance Portability Accountability Act of 1996, as amended, the regulations promulgated thereunder and all other applicable state and federal laws regarding the confidentiality of all patient records maintained by CHA with respect to patients at the SBHC. No patient medical record maintained by CHA at the SBHC shall be part of a patient's education record kept or maintained by Somerville High School or the City of Somerville School Department.

MASSACHUSETTS SCHOOL-BASED HEALTH CENTER QUALITY STANDARDS

1.0 ACCESS STANDARD: School-based health center (SBHC) services are easily accessible and designed to eliminate or diminish barriers to care and participation by students and their families.

A) Availability of Services

- 1.1 The SBHC must operate each day when school is in session at regularly scheduled hours that:
 - a) to the maximum extent possible, accommodate communication with parents/guardians who participate in the care of their children;
 - b) allow for urgent appointments within the same day;
 - c) to the maximum extent possible, permit scheduled appointments that do not unnecessarily interrupt the student's classroom time; and
 - d) are displayed in several public locations throughout the school, in multiple languages, if appropriate to the student population and in accordance with school regulations.
- 1.2 The SBHC must display signage in accordance with school protocols that includes: (a) the official SBHC name and sponsoring agency name and logo; (b) SBHC room number; (c) SBHC phone number; (d) SBHC hours of operation; (e) SBHC services offered; and (f) SBHC staff persons listed by name, role, and preferably with identifying photograph.
- 1.3 The SBHC must develop written procedures for the SBHC and its sponsoring health agency to offer care to SBHC enrolled students 24 hours a day and 12 months a year.
- 1.4 The SBHC must have in place telephone answering methods that notify students and parents/guardians where and how to access emergency and 24-hour back-up services at all times when school is not in session, including summer break. The message should be available in multiple languages, as needed.
- 1.5 The SBHC must provide mental health and substance abuse prevention and treatment services, either within the SBHC (by SBHC clinician or through contracted providers) or by documented referral agreements that offer:
 - a) immediate response to emergency/crisis situations and follow-up;
 - b) urgent appointments whenever possible within the same day and no later than three calendar days after the request for services are made; and
 - c) non-urgent appointments within seven calendar days.
- 1.6 In compliance with National Standards on Culturally and Linguistically Appropriate Services (CLAS)^{1,2}, the SBHC must offer services that are mindful of the cultural and language diversity of the student body and their families by: (a) conducting annual cultural/language needs assessments and offering services in response to the cultural and language needs of the student body; (b) ensuring that SBHC staff are educated in cultural diversity; (c) providing health education materials in multiple languages; and (d) offering translation services, appropriate to the major school population(s), provided by staff or interpreters in a confidential manner and in accordance with state and federal regulations.
- 1.7 The SBHC conducts and documents annual student/family satisfaction assessments and delivers services in response to feedback.

¹ CLAS Standards - <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

² Making CLAS Happen - <http://www.mass.gov/eohhs/docs/dph/health-equity/clas-intro.pdf>

- 1.8 SBHC registration must be offered to every student enrolled in the school and must provide for effective collection and documentation of information, including third party insurance data and the identification of a primary care provider/medical home.
- 1.9 The SBHC must provide services to all SBHC-registered students regardless of their ability to pay.
- 1.10 The SBHC must assist uninsured students in determining eligibility for and enrollment into a state health insurance plan.
- 1.11 The SBHC must provide services to students in a manner which ensures the student's and his/her family's right to privacy by (a) posting "patient rights and responsibilities statement" in a visible area within the SBHC; and (b) educating students and families about "patient rights and responsibilities."

B) Physical Plant

- 1.12 Prior to commencing service delivery, the SBHC space must be inspected and approved by the Massachusetts Division of Health Care Quality³ such that appropriate SBHC state licensure can be obtained. State licensure regulations should be updated and maintained in accordance with state regulations.
- 1.13 The SBHC must be accessible to all individuals enrolled in the school including those with disabilities.
- 1.14 The SBHC must include: (a) adequate waiting and reception areas, (b) office space, (c) private examination and treatment room(s) with sink(s), (d) bathroom(s), (e) secure storage area(s), (f) utility area(s), and (g) medical use refrigerator with a freezer.
- 1.15 The SBHC staff must have documented training, supplies, and equipment necessary to follow infection control practices (including environmental sanitation, cleaning and sterilization of equipment and supplies and the disposal of hazardous and medical waste, pursuant to 105 CMR 480.000⁴ et seq.).
- 1.16 The SBHC must comply with laws and regulations regarding reportable diseases and conditions, pursuant to 105 CMR 300.000⁵ et seq. and must develop and comply with sponsoring agency employee health policies.

³ Division of Health Care Quality - <http://www.mass.gov/dph/dhcq>

⁴ 105- 480 CMR - <http://www.mass.gov/eohhs/docs/dph/regs/105cmr480.pdf>

⁵ 105-300 CMR - <http://www.mass.gov/eohhs/docs/dph/cdc/reporting/rdiq-reg-summary.pdf>

2.0 PROFESSIONAL QUALIFICATIONS STANDARD: SBHC services are delivered in accordance with professional standards and by qualified licensed and/or registered staff.

- 2.1 Each student's care must be provided by licensed and/or registered health professionals who are trained and experienced in community and school health, and who have knowledge of health promotion and illness prevention strategies for children and adolescents.
- 2.2 If the SBHC contracts with an outside agency for the provision of mental health and/or substance abuse prevention and treatment services, the contracted agency must have experience in providing care to children and adolescents and be duly licensed, if subject to such licensure.
- 2.3 The SBHC must demonstrate that staff annually participates 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.
- 2.4 The SBHC must ensure that staff is: (a) assigned responsibilities consistent with their education and experience, (b) supervised, (c) annually evaluated, and (d) trained in the SBHC sponsoring agency's policies and procedures.
- 2.5 SBHC staff must be annually certified to deliver: (a) First Aid, (b) Cardiopulmonary Resuscitation including the operation of the A.E.D. (Automatic External Defibrillator), and (c) Heimlich Maneuver.⁶
- 2.6 The SBHC must: (a) have a written emergency care plan for disasters that is adopted from and/or in accordance with the school's plans and coordinated with the community emergency response system; and (b) document staff training in implementing the plan.

3.0 MANAGEMENT AND CLINICAL STRUCTURE STANDARD: The SBHC operates according to written management and clinical protocols that ensure that health services are delivered to students in an organized manner and in accordance with evidence-based medical practices.

- 3.1 The sponsoring agency must have a memorandum of understanding that connects the agency's administrative structure with a clinical structure that will provide clinical and programmatic oversight.
- 3.2 The SBHC sponsoring agency and the school/school department must have a memorandum of understanding regarding the operation of the SBHC.
- 3.3 The SBHC must operate under SBHC-specific written administrative and clinical policies and procedures that: (a) accurately describe SBHC services provided; and (b) include job descriptions that define the qualifications, responsibilities, and supervision of all SBHC personnel.
- 3.4 Organizational charts and staffing plans must be created to establish SBHC hierarchy and to describe the responsibilities of all parties involved.
- 3.5 A formal meeting schedule between sponsoring agency and SBHC representatives must be established.
- 3.6 The SBHC's organizational structure must include an administrator responsible for: (a) the overall management of the SBHC; and (b) serving as a liaison with SBHC clinicians, SBHC sponsoring agency, and host school/school department.
- 3.7 The SBHC organizational structure must include support and clerical staff to carry out required administrative functions, including the collection of third party insurance and other billing information.

⁶ First Aid/CPR/AED for Professional Responders - <http://www.redcross.org/ux/take-a-class>

- 3.8 The SBHC must have (a) telephone, (b) fax, (c) personal computer, and (d) Internet access.
- 3.9 A system and staffing plan should be in place and developed in collaboration with the SBHC and its sponsoring agency to ensure the capacity of third party billing for SBHC encounters.
- 3.10 To the maximum extent possible, the SBHC must bill third party insurers for covered services and have the ability to track reimbursement.
- 3.11 The SBHC must have at least one nurse practitioner, physician, or physician assistant available onsite at the SBHC to provide primary care services during all hours the school is in session.
- 3.12 The SBHC must have a documented plan to address clinical coverage in the event of: (a) staff absences; (b) staff vacations; and (c) staff vacancies; including temporary clinical coverage for all hours that school is in session.
- 3.13 The SBHC must have at least one individual on staff that is trained and licensed to address behavioral health issues.
- 3.14 The SBHC must demonstrate that each student's clinical care is delivered in accordance with written practice guidelines for clinicians. Such guidelines shall be developed using nationally recognized tools including: (a) Bright Futures;⁷ (b) Guidelines for Adolescent Preventive Services (GAPS);⁸ (c) United States Preventive Health Services Task Force;⁹ or (d) Early and Periodic Screening, Diagnosis and Treatment (EPSDT).¹⁰
- 3.15 Medical services must be provided under the clinical supervision and direction of a designated physician who has knowledge of community and school health and health promotion and illness prevention for pediatric populations. This physician must possess Massachusetts licensure and certification in at least one of the following areas: (a) general pediatrics, (b) adolescent medicine, (c) internal medicine, or (d) family medicine.
- 3.16 The SBHC must offer a comprehensive range of services that include:
- Basic medical services: well child and adolescent exams that include comprehensive risk and resiliency screening; immunizations; anticipatory guidance and health education; nutrition education; dental education; services specified by EPSDT and GAPS; diagnosis and treatment of acute illness and injury; screening and diagnostic laboratory tests; prescriptions and dispensing of medication; and monitoring of chronic conditions.
 - Reproductive health services (age-appropriate and in accordance with school district regulations): gynecological examinations, diagnosis and treatment of reproductive health concerns, diagnosis and treatment of sexually transmitted infections (STI), family planning health education and services, and pregnancy diagnosis and follow-up.
 - Mental health services (in accordance with school district regulations): mental health assessment, counseling, crisis intervention, violence prevention and education, psychopharmacology, and referral to a continuum of mental health services.

⁷ Bright Futures - <http://brightfutures.aap.org/index.html>

⁸ GAPS - <http://www.ncbi.nlm.nih.gov/books/NBK232700/>

⁹ United States Preventive Health Services Task Force - <http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/uspstf/index.html>

¹⁰ EPSDT Medical Protocol and Periodicity Schedule - <http://www.mass.gov/eohhs/docs/masshealth/providermanual/appx-w-all.pdf>

- Substance abuse prevention and treatment services: assessment of substance abuse issues, education regarding prevention and treatment, counseling, and referral to a continuum of substance abuse services.
- For services not provided on site such as nutrition services, dental services, reproductive health services, STI services, human immunodeficiency virus (HIV) services, and mental health services, the SBHC must arrange for the provision of such services off site.

4.0 CONTINUITY OF CARE STANDARD: The SBHC develops a collaborative relationship with the student, his/her parent or guardian, the school health program, and other health care providers in the child's community.

- 4.1 The SBHC must coordinate care and the exchange of information within the Health Insurance Portability Accountability Act of 1996 (HIPAA)¹¹ Guidelines for the provision of continuous student health care, between the SBHC and a student's primary care clinician (primary care practitioner/medical home), medical specialist or public and/or private third party insurer.
- 4.2 The SBHC must operate in accordance with a systematic process for making and obtaining referrals to and from community-based health care providers (e.g., PCCs¹², HMOs¹³, Specialists, MH/SA¹⁴ providers). This plan must include the following aspects:
- The SBHC shall refer a student enrolled in a managed care plan (PCC or HMO) who requires primary care, specialty medical and/or surgical services to his/her PCC or HMO to be seen and/or to obtain a referral.
 - The SBHC shall document in the student's record that the referral or authorization was requested and/or obtained/denied.
 - The SBHC shall monitor and note follow-up on the outcome of the referral or authorization request.
- 4.3 To the degree possible, agreements regarding the ability for SBHCs to receive referrals for third party reimbursement should be negotiated and documented with local primary care providers who are associated with students enrolled at the SBHC.
- 4.4 The SBHC and school health staff, relevant school staff, and community care providers must work collaboratively and exchange information related to meeting a student's health needs to assure comprehensive and integrated health care delivery in schools. School staff and community providers include, but are not limited to:
- school nurse;
 - school administrators;
 - teachers;
 - specialty school program staff (e.g., bilingual, deaf, special education);
 - student support coordinators, adjustment counselors, guidance counselors;
 - student support teams;
 - school-based mental health and substance abuse prevention and treatment services service providers; and
 - community-based health care providers (e.g., PCC's, HMOs, MH/SU providers, specialists).
- 4.5 SBHC staff and school nursing staff must develop a written plan for: (a) regular meetings, (b) shared case management, (c) collaboration on data collection for evaluation of services, and (d) conducting health promotion and disease prevention activities. This collaboration and exchange must be consistent with all applicable confidentiality and consent requirements.

¹¹ HIPAA - <http://www.hhs.gov/hipaa/for-professionals/index.html>

¹² PCC = Primary Care Clinician

¹³ HMO = Health Maintenance Organization

¹⁴ MH/SA = Mental health/substance abuse prevention and treatment services

- 4.6 The SBHC must obtain consent for treatment and the sharing of medical information in accordance with federal/state regulations and the guidance of the SBHC sponsoring agency legal department. Written protocols must: (a) require the written permission of a parent/guardian, except where minors are authorized by law to provide consent; and (b) incorporate the rights of minors to consent to their own treatment as provided for by law.
- 4.7 SBHC staff must participate in school initiatives including health fairs, classroom presentations, and special events designed to promote students' academic success through the provision of health promotion and disease prevention education.
- 4.8 The SBHC establishes and/or participates in a school-wide health advisory committee, which assists the SBHC in the integration of services with community resources and advises the SBHC on policy and program matters. The committee will, at a minimum, be comprised of:
- the school nurse;
 - the school principal;
 - students;
 - parents;
 - individuals in the community involved with health issue, social services, and education; and
 - state and local community representatives.
- The committee may be integrated with other school-health advisory committee/s.
- 4.9 The SBHC must develop, distribute, and document to the school community (parents, teachers, administrators, students, local primary care providers, community agencies, etc.) written materials and perform other promotional activities that define and promote the services offered in the SBHC. Such materials must be available in multiple languages, if appropriate to the community.
- 4.10 The SBHC must prepare students to ultimately assume responsibility for their own health care, including: (a) a transition plan to appropriate and accessible health care services and providers, and (b) any relevant documentation of services provided to the student by the SBHC.
- 4.11 The SBHC must develop a process for linkage with and participation in current community coalitions and initiatives addressing child and adolescent health, including participation in its local Community Health Network Area (CHNA)¹⁵.

5.0 QUALITY MEASUREMENT STANDARD: The SBHC complies with a program that monitors and evaluates the appropriateness and effectiveness of the services provided.

- 5.1 The SBHC must comply with all Massachusetts Department of Public Health (MDPH) data reporting requirements.
- 5.2 The SBHC must comply with all continuous quality improvement and reporting requirements of MDPH.
- 5.3 The SBHC and sponsoring agency complies with all requests for periodic site visits and clinical record review by MDPH in accordance with privacy guidelines.

¹⁵ Community Health Network Areas -
<http://www.mass.gov/eohhs/gov/departments/dph/programs/admin/comm-office/chna/>

6.0 MEDICAL RECORDS STANDARD: The SBHC establishes a record-keeping system (paper and/or electronic) that provides for consistency, confidentiality, and security of records in documenting significant student health information and the delivery of health care services.

- 6.1 The SBHC must comply with HIPAA regulations for confidentiality of health information.
- 6.2 A confidential medical record must be maintained for each student receiving services at the SBHC. The SBHC may choose to separately maintain medical records afforded a higher degree of confidentiality, including, but not limited to, those pertaining to mental health services and HIV testing records.
- 6.3 The SBHC must implement procedures which ensure that cross-referencing of medical records with the medical record system of the SBHC sponsoring health care agency.
- 6.4 The SBHC must maintain records and copies of records in a secure manner that protects them from unauthorized use. Access to records shall be limited to SBHC staff providing care to the student, unless official release of information consent has been obtained.
- 6.5 SBHC records must be maintained separately from school records.
- 6.6 The SBHC must ensure that medical records contain sufficient information to justify the diagnosis (es) and treatment, and accurately document all health assessments and services provided to the student.
- 6.7 Each entry into the student's record must be dated and signed by the staff member making the entry, indicating name and clinical credential.