

# Site-Based Services Agreement

SLS SAMPLE DOCUMENT 07/10/17

This is a Site-Based Services Agreement (“Agreement”) dated as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) between [\_\_\_\_], a California nonprofit corporation (“Client”), and \_\_\_\_\_, a [public school district] (“District”).

## Background

Client is a nonprofit federally designated community health clinic that focuses on providing cost-effective, high quality primary health care to underserved low-income communities in the [\_\_\_\_] area. District is a public school district. Client and District desire that Client provide students with healthcare services on the terms set out in this Agreement.

## 1. Services

### 1.1 Services

Client will provide Services to Eligible Students at District site or sites (each, a “Site”) set out in the service plan (“Service Plan”) attached as **Exhibit A**. For purposes of this Agreement, “Services” and “Eligible Students” have the meanings given them in the Service Plan.

### 1.2 Urgent Care

Client will not provide urgent or emergency care or services outside the scope of Services at Sites. Client will, as appropriate, refer Eligible Students requiring non-provided services to Client network clinics, other specialty health care providers, or the nearest emergency room.

### 1.3 Parental Consent

Except where applicable law authorizes confidential medical services, Client will: (i) seek parental or legal guardian consent prior to the provision of any Services to Eligible Students who are minors, (ii) schedule, and call parents or legal guardians of Eligible Students who are minors to confirm, all Services appointments, and (iii) not provide Services to Eligible Students who are minors until their parent or legal guardian signs such waivers and documents Client deems sufficient to reflect such parental consent.

### 1.4 Adjustments in Service Plan

If either Client or District believes the Service Plan should be adjusted in any respect, it will so advise the other of the proposed changes. Client and District will discuss the proposed adjustment and, if they agree on an adjustment, confirm and document the adjustment in the form provided as **Exhibit B**.

## 2. Facilities, Equipment, and Supplies

### 2.1 Facilities

District will make available to Client the premises and working space at each Site as set out in the Service Plan.

### 2.2 Equipment, Technology, and Utilities

District will provide and maintain at each Site the furniture, office equipment, internet and telecommunication services, and access to utilities set out in the Service Plan.

### 2.3 Repair

Client will keep its space at the Sites in good order, condition, and repair. Client will promptly repair or replace, in accordance with District standards, any District property damaged or destroyed by Client in the course of performing Services.

## **2.4 Inspections**

District may enter Client's space at any Site upon reasonable notice to confirm Client's compliance with this Agreement. The presence of District representatives on or near a Site will not limit or affect in any way Client's control over the space, responsibilities for Services delivery, or its other obligations under this Agreement.

## **2.5 Medical Equipment and Supplies**

Except as otherwise provided in this Agreement, Client will provide, at its sole cost, all durable and disposable medical, vision, and dental equipment, supplies, materials and other items it uses to provide Services.

## **3. Client Personnel**

### **3.1 Responsibility for Actions; Control over Space**

Client will have sole responsibility for the planning, management, and implementation of its activities relating to Services execution, including, without limitation, managing its budget, hiring, assigning, and managing employees, delivering Services, and collecting payment, as appropriate. Client will have control over the Site.

### **3.2 Licensing and Qualifications**

Client represents and warrants to District that every Client employee or other person providing Services is or will be properly trained and qualified, and has in effect or will have all licenses, permits, certificates and/or registrations required by applicable federal, state and local laws and regulations to perform Services. Client will ensure that all such personnel remains properly trained and licensed while providing Services.

### **3.3 Fingerprinting**

Client will ensure that every Client employee or other person providing Services has complied with the fingerprinting requirements under Section 45125.1 of the California Education Code, as applicable, and has no criminal or other record that would disqualify the person from working with minors. District will make fingerprinting services available at no charge to Client. Client will advise appropriate District fingerprint personnel about the hours of service at each Site.

### **3.4 Immunization**

Client will ensure that every Client employee or other person providing Services has all immunizations as required by District and, if requested by District, provides District with verification that each such person has been tested, within the past four years, for tuberculosis and is determined free of tuberculosis, as evidenced by a state licensed medical doctor's signature.

### **3.5 Personnel Documentation**

At District's request, Client will provide District with: (i) the names of every Client employee and or other persons who will be providing Services; (ii) evidence of the licensure, certifications, training and other qualifications of every Client employee or other person providing Services; (iii) evidence of the fingerprinting required by Section 3.3; and (iv) evidence of the immunizations and testing required by Section 3.4.

## **4. District Personnel**

### **4.1 Responsibility for own Actions**

District will have sole responsibility for the planning, management, and implementation of its activities relating to Services execution, including, without limitation, managing its budget, hiring, assigning and managing its employees, and preparing the Sites.

## **4.2 District Personnel**

District will provide the support staff identified in the Service Plan. Such personnel may: (i) assist families with scheduling appointments; (ii) enroll Eligible Students in public health benefit programs; (iii) provide general clerical support to Client in its performance of Services; and (iv) perform other duties as set out in the Service Plan. District will be the exclusive employer of such personnel.

## **5. Communication and Evaluation**

### **5.1 Contact Persons**

Client and District will each appoint one individual to act as principal contact person and to coordinate planning, execution, and administrative activities in connection with Services. The initial appointees are identified in the Service Plan.

### **5.2 Reporting**

Client and District will each provide the other with such reports about Services activities as may be described in the Service Plan.

### **5.3 Periodic Service Review.**

Client and District will periodically review Services execution and effectiveness as set out in the Service Plan.

### **5.4 Program Evaluation**

Each of Client and District collects, analyzes, and disseminates data about its programs and operations, both directly and through third party evaluators. Such work is intended to help each party evaluate the effectiveness of its programs and comply with its external funding and reporting obligations. Subject to Sections 6.1 – 6.4, each party consents to the other party's use of information derived from performance of Services for data analysis, aggregation, and reporting purposes. Except as contemplated by the Service Plan or as required by law, each of Client and District will disclose such information on a no-name basis unless the other has given its prior written consent for disclosure of its name in connection with such assessment reporting.

### **5.5 External Communications**

The Service Plan sets out the external communication plan for Services. For consistency of communication, except as contemplated by the Service Plan or as required by law, neither Client nor District will issue any public statement (including statements on its website) relating to Services, or use each other's trademarks or logo in any promotional materials, or in any website, press release, or public communication, without obtaining the other's prior written consent.

## **6. Confidentiality**

### **6.1 Student Information**

Client will treat information relating to Eligible Students as confidential as required by applicable law and in accordance with this Agreement. Except as required by law or a court order, Client will not disclose to any third person or entity any confidential or private information regarding Eligible Students without the written consent or authorization of an adult District student or family member, or, in the case of a minor child, a parent or legal guardian. Other than directory information, Client will not have access to any non-medically related pupil records (as defined in Section 49060, et. seq. of the California Education Code) maintained by District.

### **6.2 HIPAA Compliance**

Client, by providing Services, may be considered a "Covered Entity," as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations ("HIPAA"). Client will comply with HIPAA, its regulations, and other applicable federal and state

laws in the use and disclosure of Protected Health Information (“PHI”), as that term is defined in HIPAA, and of other confidential personal and health information.

### **6.3 District as “Business Associate”**

District may be a recipient of Protected Health Information from Client and therefore be considered a “Business Associate” under HIPAA. As such, and concurrently with entry into this Agreement, District will sign a Business Associate Agreement in the form attached as **Exhibit C**.

### **6.4 Confidentiality**

In working together on Services, Client and District may share non-public information (“confidential information”) with one another including information about financial, funding and other matters. Client and District will each use the other party’s confidential information only in connection with activities under this Agreement and will keep this information confidential. Confidential information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed. All confidential information furnished under this Agreement is and will remain the property of the furnishing party.

## **7. No Compensation; Funding**

### **7.1 No Compensation or Charges**

It is understood and agreed that Client is providing Services to Eligible Students at no charge to District, and that District is making the Sites, equipment, utilities access, and personnel available to Client at no charge to Client.

### **7.2 Funding Development Cooperation**

Client and District will mutually cooperate to obtain federal or state funding in order to enhance the operations of the Sites and to serve District schools.

### **7.3 Patient Service Fees; Benefit Programs**

Client may charge fees for Services in accordance with the fees policy attached as **Exhibit D**. Client staff may assist parents or legal guardians of Eligible Students without private or public health insurance in applying for, and completing applications for qualification in any available public health benefit program.

## **8. Compliance**

### **8.1 Compliance with Law**

Client and District will comply with applicable laws and regulations in carrying out their respective responsibilities under this Agreement.

### **8.2 District Policies**

Client will comply with applicable policies and regulations adopted by the District’s Governing Board of Trustees. Client and District acknowledge that future modifications of such policies and regulations may require amendments to this Agreement or adjustments to the Service Plan.

## **9. Relationship**

### **9.1 Independence**

Client and District are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Client nor District has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communications is solely for convenience.

## **9.2 Contracts with Other Parties**

Client and District may each be required to enter into contracts with third parties in order to carry their responsibilities under this Agreement. These contracts will be the sole responsibility of the entity entering into the contract; neither Client nor District will assume any liability for or guarantee the performance of the other in conjunction with any of these contracts.

## **9.3 Recordkeeping**

Client and District will each maintain records relating to its responsibilities under this Agreement in a manner such that the other can evaluate compliance with this Agreement, and will make those records available for review by the other on reasonable notice during the term of this Agreement and for a period of three years after its termination. Client and District will each reasonably cooperate with one another in providing information relating to its activities under this Agreement in connection with any financial or tax audit, or similar matter, in which the other is engaged.

## **10. Insurance, Indemnification, and Liability**

### **10.1 Insurance**

Client will obtain the insurance and proof of insurance as set out in **Exhibit E**.

### **10.2 Indemnification by Client**

Client will defend, indemnify and hold harmless District against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission and/or negligence by Client and/or its successors, assigns, directors, officers, employees, volunteers and other agents while performing Services or its other obligations under this Agreement, except in respect of claim or liabilities relating to bodily injuries or property damage that is intentionally or purposefully caused by District, and except to the extent the claim or liability is solely caused by District's gross negligence or willful misconduct.

### **10.3 Indemnification by School**

District will defend, indemnify and hold harmless Client against all action, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities, whatsoever (including attorneys' fees), arising out of any actual or alleged act, omission or negligence by District or its successors while performing services or its other obligations under this Agreement. District will have no obligation to indemnify Client to the extent the liability is solely caused by Client's gross negligence or willful misconduct.

## **11. Term and Termination**

### **11.1 Term and Renewal**

The term of this Agreement will begin on the Effective Date and end on the third anniversary of the Effective Date, unless terminated earlier under this Section 11. After that third anniversary, this Agreement will automatically renew each year for additional one-year terms unless District notifies Client or Client notifies District in writing of its intent to terminate. Such notice must be delivered at least 60 days before the end of the then-current term. If a party delivers such a notice, then this Agreement will terminate as of the end of the then-current term.

### **11.2 Effect of Termination**

Following expiration or termination of this Agreement, Client will, within 45 days after the expiration or termination of this Agreement, remove all of its materials and return the Site to its original condition at the time of this Agreement, reasonable wear and tear excepted. If Client does not timely remove all materials and return the space to its original condition, District may remove all Client materials and return the Site to its original condition, and Client will reimburse District for

its costs. In addition, Client and District will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination, and Sections 5.4, 5.5, 6, 7.1, 9, 10.2, 10.3, 11, and 12 will continue in effect.

## **12. General Provisions**

### **12.1 Entire Agreement**

This Agreement is the entire agreement between Client and District and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing or understanding between Client and District relating to its subject matter. If there are any inconsistencies between the Service Plan and this Agreement, this Agreement will control.

### **12.2 Amendment**

This Agreement may be amended only as stated in and by a writing signed by both Client and District which recites that it is an amendment to this Agreement.

### **12.3 Severability**

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

### **12.4 Waiver**

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

### **12.5 Assignment**

Neither Client nor District may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other party.

### **12.6 Third Party Beneficiaries**

Except as specifically provided in Sections 10.2 and 10.3, this Agreement is for the exclusive benefit of Client and District, and not for the benefit of any third party including, without limitation, any employee, student, parent, or vendor of Client or District.

### **12.7 Notices**

Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or e-mail to the contact persons set out in the Service Plan. These addresses may be changed by written notice to the other party.

### **12.8 Governing Law; Jurisdiction**

This Agreement is governed by California law. Client and District consent to the exclusive jurisdiction of the state and federal courts for [\_\_\_\_\_], California.

### **12.9 Force Majeure**

Neither party will be required to perform or be held liable for failure to perform if, beyond the control of either party, nonperformance is caused by destruction, material damage, or other unavailability of facilities at Sites; strikes or other labor disputes; national emergency, acts of God, the elements, power failures, computer system hacking, or software or hardware failures; pandemic; or any other causes beyond the control of the party unable to perform. The non-performing party will notify the other of such problems and will use reasonable efforts to address the problem and carry out its obligations.

**12.10 Further Assurances**

Client and District will sign those other documents and take those other actions as the other may request in order to effect the relationships and activities contemplated by this agreement and to account for and document those activities.

**12.11 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

\* \* \* \* \*

**[Client]**

**[District]**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibits:

- A Service Plan
- B Form of Service Plan Adjustment Document
- C Form of HIPAA Business Associate Agreement
- D Client Patient Fees Policy
- E Client Insurance Requirements

# Service Plan

Exhibit A

---

## District contact data

|                         |  |
|-------------------------|--|
| District name           |  |
| District address        |  |
| District contact person | Name:<br>Title:<br>E-mail:<br>Telephone: |

---

## Client contact data

|                       |  |
|-----------------------|--|
| Client address        |  |
| Client contact person | Name:<br>Title:<br>E-mail:<br>Telephone: |

---

## Services

Client-provided services:

---

## Eligible Students

Eligible Students consist of:

---

**Facilities made available by District:**

---

**Site 1**

|  |  |
|--|--|
| School                                   |  |
| Address                                  |  |
| Room Number/Location                     |  |
| Square footage                           |  |
| District-provided equipment and services |  |
| Services                                 |  |
| Other information                        |  |

**Site 2**

|  |  |
|--|--|
| School                                   |  |
| Address                                  |  |
| Room Number/Location                     |  |
| Square footage                           |  |
| District-provided equipment and services |  |
| Services                                 |  |
| Other information                        |  |

**Site 3**

|  |  |
|--|--|
| School                                   |  |
| Address                                  |  |
| Room Number/Location                     |  |
| Square footage                           |  |
| District-provided equipment and services |  |
| Services                                 |  |
| Other information                        |  |

---

---

**District personnel**

---

---

---

**Periodic evaluation plan**

|          |  |
|----------|--|
| Timeline |  |
| Criteria |  |

---

---

**External communications**

|                         |  |
|-------------------------|--|
| Information for parents |  |
| Client website          |  |
| Other                   |  |

**Service Plan Modifications**

Changes in Service Plan:

Effective date of change:

**Confirmed and agreed:**

**CLIENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[NAME OF SCHOOL DISTRICT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

This document is a Service Plan modification document as contemplated by Section 1.4 of the Site-Based Services Agreement dated as of \_\_\_\_\_ between Salud Para La Gente and \_\_\_\_\_.

**Form of HIPAA Business Associate Agreement**

**Client Patient Fees Policy**

**Client Insurance Requirements**