

SCHOOL BASED HEALTH CENTER AGREEMENT

THIS SCHOOL BASED HEALTH CENTER AGREEMENT (this “Agreement”) is made as of the [REDACTED] day of [REDACTED] (the “Effective Date”), between the **KILLINGLY BOARD OF EDUCATION** (the “Board”), and **GENERATIONS FAMILY HEALTH CENTER, INC.** (the “Clinic”) with respect to the use of space for and the operation of the school-based health center for children identified herein (the “Center”).

ARTICLE I CENTERS AND AVAILABILITY OF SERVICES

1.1 Use of Space and Availability of Services to Community. The Board hereby allows the Clinic to use the Center Space described herein, free of rent and any other charge but subject to and in consideration of Clinic’s compliance with the terms and conditions in this Agreement, to operate the Centers to offer, provide, and bill for the behavioral health services described on Exhibit A, attached hereto and made a part hereof (the “Services”) to the Board’s students, and at the times permitted and as further described herein in Section 4.3 and after receiving the Board’s approval to do so at particular Schools (as defined below), students’ family members (collectively, the “Patients”), subject to the terms and conditions in this Agreement. During Center Hours (as defined below), Clinic may offer and provide Services to students only. Clinic may only offer and provide Services to students’ family members after regularly scheduled school hours when the School building is open, as described in Section 4.3, or as part of a “family visit” with a student during the school day, and with prior authorization from school administration. The Board acknowledges and agrees that the Clinic intends to charge Patients for the Services and the Board shall not have the right to review or approve any charges, nor shall the Board share in any fees or other income generated by the Clinic at the Centers.

1.2 Operation of Centers. The Clinic is solely responsible for the operation and management of the Centers and offering, providing, and billing for the Services, and shall supply all equipment, services, labor, licenses, permits, insurance, materials and supplies necessary to provide the Services, as reasonably determined by Clinic or required by law (except utilities, provided by the Board under Section 4.12). The Clinic shall utilize qualified health care providers to provide the behavioral health services to Patients (the “Providers”). The Clinic shall employ or contract with the personnel Clinic determines to be necessary and appropriate to staff the Centers and shall be responsible for compliance with all laws, rules and regulations related to such personnel. All personnel at the Centers shall solely be the personnel or contractors of the Clinic.

1.3 Clinic Representative. The Clinic shall designate a representative (the “Clinic Representative”) authorized to act on the Clinic’s behalf with the Board with respect to the Centers. The Clinic Representative shall be the designated GFHC SBHC Manager and, in the event of any change to the Clinic Representative, the Clinic shall provide to the Board prior written notice of such change, to the extent feasible. The Board shall be provided with regular and emergency phone numbers for the Clinic Representative. The Clinic Representative shall be available to the Board during the normal operating hours of the Centers.

1.4 Policies and Procedures. The Clinic must comply and cause its Providers, personnel and visitors to comply with any Board policies, procedures, rules or regulations which

affect the Schools (as defined in Section 4.3 below) or the Center Space (as defined in Section 4.3 below), including, without limitation, any security procedures which the Board may establish and revise from time to time, and that have been or will be distributed to the Clinic during the term of this Agreement. During times and at locations that the Clinic is permitted to offer and provide Services to students' family members under this Agreement, the Board may have and provide to Clinic additional policies, procedures, rules or regulations relating to visitors. The Clinic shall not materially interfere with the Board's operation of the Schools.

1.5 Standard of Conduct. The Clinic agrees to offer and provide any Services in a competent, professional and ethical manner consistent with the prevailing standards of practice in the community and in compliance with applicable federal, state and local laws, rules, regulations and policies. The Clinic shall provide the Services and conduct its affairs in a manner which maintains its good standing and reputation and that of the Board in the community.

1.6 Billing. Clinic shall be solely responsible for billing and collecting for all Services provided by its Providers at the Centers. No Patients will be denied Services due to insurance status. Clinic shall contact parents or guardians of uninsured students to offer referral to resources for coverage. Efforts to collect unpaid amounts, if any, shall be subject to and consistent with the standards that apply to the Clinic as a Federally Qualified Health Center.

1.7 Patients. All Patients obtaining Services from the Clinic shall be students of the Schools or, at the times and subject to the conditions described in this Agreement, students' family members (including legal guardians).

1.8 Referrals. The Clinic shall make all reasonable efforts to establish and maintain referral and community linkages with other community services providers, as well as a Patient's existing care provider(s), if any.

1.9 Subcontractors. Except for third party contracting of Providers, the Clinic shall not utilize subcontractors in the operation of the Centers without the express prior written authorization of the Board's Director of Business Services or Superintendent of Schools, or their duly authorized signatory authority.

ARTICLE II CLINIC

2.1 Representations and Warranties. The Clinic hereby covenants, represents and warrants to the Board that, as of the Effective Date and at all times during the Term (as defined in Section 9.1 below) hereof:

(a) It is a corporation duly formed, validly existing and in good standing under the laws of the State of Connecticut and holds all licenses, permits or certifications as may be necessary for the conduct of its business, operation of the Centers and offering and providing the Services;

(b) Is not subject to any pending litigation, investigation or other proceeding by or before any governmental commission, board, bureau or other administrative agency;

(c) It is certified to participate in the Husky Health, Medicare and Medicaid programs and no action has ever been taken to suspend or revoke such certification;

(d) It is duly accredited by the Joint Commission and such accreditation has not been revoked or suspended; and

(e) The Clinic shall provide prompt written notice to the Board of the following: (i) any decision or adverse action, or any regulatory notification or pending proceeding, that could lead to an adverse action, regarding any license, designation, accreditation or certification of the Clinic or the Clinic's Medicare or Medicaid participation status; (ii) any adverse action against the Clinic by any payor or payor intermediary related to the Services; (iii) any investigation or other proceeding by any third-party payor involving allegations of false claims or fraudulent billing practices or any violation of the Medicare or Medicaid laws or regulations by the Clinic related to the Services; or (iv) any claim or lawsuit filed on behalf of a Patient at the Clinic. Any notice regarding the foregoing shall not include any individually identifiable health information without the signed authorization of the Patient or his or her duly authorized representative (e.g., parent).

2.2 Non-Discrimination. The Clinic represents that it does not and shall not discriminate against anyone on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, genetic information, veteran status or gender identity or expression, or any other basis prohibited by Connecticut or federal law either in employment practices or in the provision of benefits or Services to students, Patients or employees.

ARTICLE III PROVIDERS AND CLINIC PERSONNEL

3.1 Compliance. Clinic shall ensure, that for the Term, it is in compliance with all Connecticut and federal laws applicable to the employment of the Providers and its personnel.

3.2 Background Checks of Clinic Personnel. Clinic shall be responsible for compliance with the criminal record checks, DCF Registry checks and Sex Offender Registry checks of any personnel that will be providing Services at the Centers required in accordance with Exhibit C. Clinic shall provide the Board proof of compliance with this requirement.

3.3 Approved Providers. The Clinic shall provide to the Board, and update as necessary, a list of all Providers performing Services in the Centers and all personnel working at the Centers. No person shall be allowed into a School that is not on such list.

3.4 Representations and Warranties. The Clinic shall take the degree of care in recruiting and selecting Providers and other personnel that is necessary and appropriate, and taking into account that these individuals will be working with children and operating in a school environment. The Clinic hereby covenants, represents and warrants to the Board, with respect to each Provider, as of the Effective Date and throughout the Term, that:

(a) If applicable, each Provider has an unrestricted federal DEA controlled substance registration and an unrestricted Connecticut controlled substance registration;

(b) Except for certain allied health professionals and unlicensed individuals who are properly supervised, each Provider has an unrestricted license to practice her or his medical, dental, behavioral health or other health care-related profession in Connecticut;

(c) To the extent applicable, each Provider is certified to participate in the Husky Health, Medicare and Medicaid programs and no action has ever been taken to suspend or revoke such certification;

(d) No Provider is subject to any covenant not-to-compete or other covenant or restriction which prohibits or otherwise restricts such Provider from offering or providing any Services hereunder;

(e) No Provider is subject to any pending litigation, investigation or other proceeding by or before any governmental commission, board, bureau or other administrative agency or a health care facility, peer review organization or professional society;

(f) Each Provider shall perform the Services in a competent, professional and ethical manner, in accordance with the prevailing standards of professional practice in the community and in compliance with all rules of professional and ethical conduct, applicable federal and state laws and regulations and standards of applicable accreditation organizations, including the standards of the Joint Commission; and

(g) The Clinic shall provide prompt written notice to the Board of the following: (i) any decision or adverse action, or any regulatory notification or pending proceeding, that could lead to an adverse action, regarding any Provider's federal DEA or state prescribing authority status, any Provider's license to practice in the State of Connecticut, any Provider's Medicare or Medicaid provider number or participation status; (ii) any action taken by any hospital or medical staff to restrict, suspend or revoke any Provider's medical staff privileges; (iii) any claim, suit or other action or proceeding alleging medical malpractice against any Provider; (iv) any adverse report made to the professional liability insurance carrier of the Clinic or any Provider; (v) any adverse action against any Provider by any payor or payor intermediary related to the Services; or (vi) any investigation or other proceeding by any third-party payor involving allegations of false claims or fraudulent billing practices or any violation of the Medicare or Medicaid laws or regulations by any Provider related to the Services; or (vii) any Provider or other Clinic personnel being charged with any felony offense.

3.5 Removal. If any of the Providers or other Clinic personnel are disruptive to the Board's operations at the School or the Board determines that a Provider or other Clinic personnel presents a risk of harm to any Patient, student, staff person or visitor, the Board shall notify the Clinic and request removal of such Provider or other Clinic personnel from the Center Space and the Board's property, and the Clinic shall comply promptly with any such request.

3.6 Identification. The Providers and any other Clinic personnel shall wear identification badges at all times such individuals are in a School or Center Space.

ARTICLE IV THE CENTERS

4.1 Sole Responsibility. The Clinic shall be solely responsible for the operation of the Centers.

4.2 Licensure. The Clinic shall obtain and maintain all licenses and permits required to operate the Centers and provide the Services at the Center Space. The Clinic shall notify the Board in the event that it receives any notice regarding any alleged deficiencies or violation of law from any governmental authority having jurisdiction over the Services or Centers with respect to the operation of the Services or Centers and the Clinic will cooperate with the Board in responding to such notices and determining a corrective action plan, if appropriate. The Clinic shall provide copies of such licenses and permits to the Board prior to the start of the Term and provide copies of any renewed licenses and permits. In the event that the Services are exempt from licensing, then the Clinic shall provide the Board with reasonable proof of such exemption.

4.3 Center Space.

(a) The Centers shall be located in the schools listed on Exhibit B (the “Schools”) and in the areas at the Schools designated on Exhibit B attached hereto and made a part hereof (the “Center Space”).

(b) Subject to the provisions of Section 4.14, the Clinic shall have exclusive use of the Center Space while this Agreement is in effect.

(c) The Clinic is authorized to use the Center Space during Center Hours (as defined in Section 4.8 below) only to provide Services to Patients that are students. During times that are not Center Hours, but when the School building is open, the Clinic may use the Center Space at a particular School at such times specifically authorized in writing by the Board or the applicable school principal. If use of the Center Space at a particular School is permitted after regularly scheduled school hours when the school building is open pursuant to the terms and conditions of this Agreement, the Clinic can also request and the Board may approve in writing that students’ family members may be offered and provided Services at the Center Space at a particular School during periods that are after regularly scheduled school hours when the School building is open.

(d) The Clinic shall ensure that its personnel, Providers, and visitors do not go into any other part of the School, except upon prior consent of the Board or the applicable School principal. The Clinic shall use the areas designated by the Board for parking.

(e) The Center Space set aside for Provider’s provision of health services under the Agreement may change during the Term only upon the mutual written agreement of the parties.

4.4 Use of Center Space.

(a) Clinic shall use the Center Space solely to operate the Centers and to offer and provide the Services as described in this Agreement. The Clinic may not use the Center Space for any other purpose.

(b) Clinic acknowledges that neither the Board nor any representative or agent thereof has made any representation or warranty to the Clinic as to the suitability of the Center Space for the operation of the Center or the conduct of the Services.

(c) Clinic shall, at its sole cost and expense, comply with all federal, state, town and municipal statutes, ordinances and regulations in force during the Term affecting the Services and the Center Space because of Clinic's manner of use of the Center Space for the Services and with any direction of any public officer, pursuant to law, which shall impose any violation, order or duty upon the Clinic with respect to the Services or the Board or the Clinic with respect to the Center Space, or the use or occupation thereof by the Clinic for the Services.

4.5 Damage and Repairs.

(a) The Board shall repair, replace and maintain the School, the exterior of the School, and the Center Space, unless such repair, replacement or maintenance is caused, in whole or in part, by the act, neglect, fault or omission of the Clinic, its employees or invitees in which case the Clinic shall be responsible for the cost of such repair, replacement or maintenance. The Clinic shall not cause or permit any damages to Board premises, property, furnishings, fixtures, or equipment. The Clinic will not do or allow anything to be done which would damage or change the finish or appearance of the Center Space, or its furnishings, fixtures, or equipment, except as provided for under this Agreement, without the Board's prior written consent. Subject to Section 7.10, Clinic is responsible for the cost to repair any damage done. Clinic shall pay this amount within ten (10) days of being notified of the amount by the Board.

(b) If any material part of the Center Space is damaged or destroyed by fire or other casualty the Board or the Clinic may terminate this Agreement by written notice to the other.

4.6 Equipment.

(a) The Clinic shall be responsible for any equipment or other personal property it keeps in the Center Space or utilizes in the Center Space.

(b) The Clinic shall be responsible for the payment of any assessed taxes on its equipment or personal property.

(c) The Board shall not be required to repair any injury or damage by fire or other cause or to make any repairs or replacements of any equipment or other personal property of Clinic, of employees and those claiming by, through or under the Clinic or to carry any insurance therefor. Rather, Clinic shall maintain at its own cost and expense insurance insuring all equipment or other personal property in the Center Space acquired by or for the account of the Clinic.

4.7 Center Hours. The Clinic shall operate the Centers and offer and provide the Services during the following “Center Hours” unless otherwise agreed to in writing by the parties:

(a) During the Board’s academic year, during all regularly scheduled school hours of operation of each School.

(b) During mutually agreed upon dates and schedules beginning approximately two or three weeks prior to the commencement of each school year, the particular dates to be agreed to by the parties, for the purpose of providing behavioral health care.

4.8 Access to Center. Clinic and the Providers shall have access to the Center Space during Center Hours and during times when the School building is open but the School is not in session for the purpose of completing reports, maintaining equipment, reviewing files and any other activities consistent with preparation for the opening of the Centers for the following school year and for other purposes that have been authorized in writing by the Board as described in Section 4.3 of this Agreement.

4.9 Design and Alterations. Clinic shall be solely responsible for the design and equipping of the Center Space. Clinic will be solely responsible for any expansions, renovations, alterations or improvements reasonably required at the site for Clinic to operate the Centers and provide the Services as Clinic shall determine in its sole discretion. No expansions or structural renovations, alterations or improvements and no installation of fixtures or improvements may be performed without the Board’s prior written consent, which consent may be withheld in the sole discretion of the Board. Any renovations, alterations or improvements must be coordinated with the Board.

4.10 Fixtures and Installed Improvements. All fixtures (excluding trade fixtures) and permanently installed improvements purchased or constructed at the Center Space will be the property of the Board, provided that the Board shall have no responsibility for such fixtures or assets during the term of the Agreement and, as long as Clinic obtained the prior written consent of the Board for such fixtures or improvements, Clinic shall not be required to remove the same upon expiration of this Agreement.

4.11 Utilities. The Board will provide, at its expense, heating, cooling, electrical, lighting, water, local telephone and data, and custodial services (excluding bio waste removal) for each of the Centers. The Board will not be responsible for interference with, interruption of or failure, beyond the reasonable control of the Board, of any heating, cooling, water, electricity, telephone, or other utility or custodial services. Except as set forth in this paragraph, Clinic shall be fully responsible for all costs associated with each Center.

4.12 Occupancy of Center Space. The parties agree that Clinic may not use and shall not take occupancy of the Center Space until on or after [REDACTED] (the “Occupancy Date”).

4.13 Board’s Access to Center Space. During the Term, the Board and its employees, agents and contractors may only access the Center Space in the event of an emergency and, upon reasonable notice to Provider, to (i) inspect the same, (ii) make such repairs or to maintain the

School building or its fixtures or facilities, as the Board shall deem desirable, or (iii) provide cleaning services. The Board recognizes that the Center Space may contain health information that is protected by law and acknowledges and agrees that such information shall not be accessed, possessed, copied or moved outside of the Center Space without the prior written consent of the Clinic, but such information may be moved within the Center Space if necessary to complete a required repair.

ARTICLE V OBLIGATIONS OF THE BOARD

5.1 Parent Notification. The Board agrees to notify, at the School level, parents and guardians of enrolled students about the Centers and availability of Services at the Schools and provide information to such parents and guardians regarding how to schedule such Services. The Board shall use electronic media and school newsletters with the text of the message provided by Clinic. The Board has the right to approve, in its sole discretion, any information to be sent out by the Board. In addition, the Board agrees to provide reasonable advance notice and facilitate Clinic's access to and communication with students' parents and guardians about the Clinic and the availability of Services, including: a presence at established school events, electronic communications, school wide use of articles/advertisements on school/district web pages, school newsletters, referral pamphlets, inclusion in school wide mailings and other communication mediums available.

5.2 Access to Schools; Non-Interference. The Board will allow the Clinic's personnel access to the Schools during the normal operating hours of the School and additional hours as long as a custodian is on site. The Board will, through the Schools or otherwise, provide such photo identification card for each Clinic employee or contractor to wear while in a School or Center Space that meets school policy, and will provide such other keys or access permissions as may be necessary for personnel to enter and operate the Centers. No keys to the buildings will be provided to the Clinic's employees, only keys to the Center Space. The Board shall have access to the Center Space as described in Section 4.14. In addition, subject to the Board's access as described in Section 4.14, the Board will ensure that the Clinic is provided with the ability to use the Center Space sufficient to provide the Services without material interference by the Board.

5.3 No Funding Obligation. If for any reason Clinic does not provide, generate or obtain funding so that a Center is able to financially sustain itself, the Board is under no obligation to provide funding and may terminate this Agreement.

ARTICLE VI RECORDS AND CONFIDENTIALITY

6.1 Records. Clinic shall retain responsibility for all health records and neither the Board nor its agents, employees or contractors shall access or view such records, except as permitted or required by law. The parties acknowledge and agree that the Board is not, and shall not act as during the Term hereof: (i) the "business associate" of the Clinic as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended; or (ii) the "qualified service organization" of the Clinic as that term is defined by 42 C.F.R. § 2.11.

6.2 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, Clinic 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 Clinic that are necessary to certify the nature and extent of the costs incurred by the Board with respect to the services furnished under this Agreement. If Clinic provides such services through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, the subcontract shall also contain a clause requiring the subcontractor to make available to the Secretary and the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization. All books and records described in this Section shall be maintained and made available for a period of four (4) years after the last date that the Services were rendered. Clinic and each of its subcontractors agree to be bound by the criteria and procedures adopted from time to time by the Secretary with respect to providing access to such books, documents and records.

6.3 Confidentiality. The Clinic will comply with the HIPAA laws, requirements and regulations, as well as other legal requirements related to privacy, security and confidentiality of Patient/Student health information. For the sake of clarity, the Clinic is not providing the Services on behalf of the Board or any School.

ARTICLE VII INSURANCE

7.1 If applicable, the Clinic shall provide a copy of its professional liability coverage under the Federal Tort Claims Act (FTCA) to the Board. If the Clinic cannot provide evidence of such coverage, the Clinic will maintain medical professional liability insurance coverage with limits of \$5,000,000 per claim and \$5,000,000 aggregate and each Provider, including Advanced Practice Registered Nurses (APRNs) and Physicians (MDs or DOs), that treat Patients shall maintain medical professional liability insurance coverage with limits of \$5,000,000 per claim and \$5,000,000 aggregate.

Clinic should provide proof of workers compensation insurance meeting Connecticut statutes, and agree to waive its and its carrier’s right of subrogation.

7.2 The Clinic shall provide the Board with a thirty (30) day notice of any material reduction or cancellation of its insurance in advance of the retroactive date and/or non-renewal.

7.3 The Clinic shall give prompt notice to the Board in case of a casualty or accident in any of the Center Space.

7.4 The Clinic shall reimburse the Board for damage to property of the Board caused by the Clinic, or its employees, agents, subcontractors or materialmen or by faulty, defective or unsuitable material or equipment used by it or them.

**ARTICLE VIII
INDEMNIFICATION**

8.1 The Clinic shall assume all liability for the Centers and for the Services. Neither the Board nor the Town of Killingly shall be liable for the Centers and for the Services or any activity related to the Services. Neither the Board nor the Town of Killingly shall be liable for any loss or damage to property or injury to persons resulting from theft, fire or other casualty.

8.2 To the extent provided by law, the Clinic shall indemnify, defend and hold harmless the Board, the Town of Killingly and their respective officials, agents, employees, and contractors (the “Indemnitees”) from and against all claims, actions, damages, losses, judgments, costs, liabilities and expenses (including but not limited to reasonable fees and charges of attorneys and other professionals and court and arbitration costs, if any given that the Clinic shall provide the defense) (collectively, “Losses”) which are alleged to arise from, result from or arise out of (i) the Services or the Centers, (ii) use and occupancy of the Center Space by the Clinic, its employees and invitees, (iii) conduct of Clinic’s business, the operation of the Centers and any other activity of Clinic in or about the Center Space, (iv) breach or default in the performance of any obligation of Clinic under this Agreement or breach of any representation or warranty in this Agreement, (v) violation of any law, regulation or accreditation standard, (vi) negligence or willful misconduct of Clinic or that of any Provider, employee, agent, contractor, licensee or invitee of Clinic (except Students outside of the Center Space and school personnel), and (vii) the performance of this Agreement. Notwithstanding the foregoing, the Clinic will not be responsible for defending or indemnifying against Losses that are alleged to arise from, result from or arise out of the negligence and/or willful misconduct of the Indemnitees.

8.3 As to any and all claims against the Board, the Town of Killingly or any of their respective officials, agents or employees by any employee of Clinic, or by anyone for whose acts Clinic may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Clinic under worker’s or workman’s compensation acts, disability benefit acts or other employee benefit acts.

8.4 The provisions of this Article shall survive termination or expiration of this Agreement.

**ARTICLE IX
TERM AND TERMINATION**

9.1 Term. The term of this Agreement shall be for a period of five years beginning on [REDACTED] and terminating on [REDACTED] (the “Term”). The parties may agree to extend the Agreement upon mutual written agreement.

9.2 Termination by Board.

(a) If, at any time during the Term, the Clinic, in the sole reasonable discretion of the Board: (i) fails to offer and provide the Services or uses the Center Space for a use other than for the operation of the Centers; (ii) fails to materially operate the Centers in accordance with the criteria described in this Agreement; (iii) has been adjudicated insolvent; (iv) makes an assignment for the benefit of creditors; (v) files a voluntary petition in bankruptcy; (vi) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (vii) subcontracts, assigns, transfers, sublets or otherwise disposes of its obligations under the Agreement other than as provided herein; (viii) fails to provide the insurance required under Article VII; (ix) materially interferes with the Board's operation of one or more Schools; (x) fails to comply with any material representation or warranty set forth herein, or the Board determines in its reasonable discretion that any material representation or warranty of the Clinic or a Provider set forth herein is untrue for any reason; (xi) Clinic loses any required license, permit or certification to operate the Centers; or (xii) fails to comply with any other material term or condition contained in the Agreement, the Board shall have the right to terminate the Agreement immediately upon written notice to the Clinic.

(b) In addition to the right of termination under Section 9.2, the Board may exercise any other legal, contractual or equitable right or remedy the Board may have.

(c) Any and all rights and remedies which the Board may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other and any two or more or all of such rights and remedies may be exercised at the same time.

9.3 Costs. All costs and expenses incurred by the Board, including, without limitation, attorneys' fees, in enforcing any of its rights and remedies under this Agreement shall be repaid to the Board by the Clinic upon demand.

9.4 Termination Because of Closing of School. In the event that the Board decides to close one of the Schools in which the Centers are located during the term of this Agreement, the Agreement will terminate as to such School as of the last day classes are held in the building. Conversely, if a new school opens, the Board will offer the Clinic with the opportunity to add it as a School hereunder.

9.5 Obligations of the Clinic Upon Termination or Expiration.

(a) Upon the expiration or termination of this Agreement, or upon knowledge of impending termination or expiration of this Agreement, whichever is sooner, the Clinic shall: (i) develop and implement a written plan to provide continuing care to Patients who were actively under the care or treatment of one or more Providers; and (ii) continue to provide care or treatment to such Patients, at its other locations if necessary, until completion of the care treatment. Only upon expiration of this Agreement, the Board shall reasonably cooperate and assist the Clinic, at no cost to the Board, in the implementation of the foregoing.

(b) Within ten (10) business days of the expiration or termination of this Agreement, Clinic shall vacate and remove all of its equipment, furnishings, supplies, and other personal property from the Center Space and leave the Center Space in good order and condition. Clinic

shall be solely responsible for the cost of: (i) such vacating and removal; and (ii) repairing any damage to the Center Space or School arising from such vacating or removal, excepting ordinary wear and tear. If the Clinic received the prior written consent for the installation of a fixture, alteration or improvement, the Clinic shall not have any obligation to remove such permanent fixture, alteration and improvement pursuant to this Section.

9.6 Survival. The following sections and articles shall survive termination or expiration of this Agreement: Section 1.6; Section 4.5; Section 4.6; Section 6.2; Article VI; Article VII (only with respect to the Services provided hereunder); Article VIII; Section 9.2(b); Section 9.3; Section 9.5; and Article XI.

ARTICLE X DISPUTES

10.1 Dispute Resolution. In the event of a dispute between the parties with respect to this Agreement, the operation of the Centers or the offering or providing of the Services, the parties agree to work in good faith to resolve the dispute at the school-level through consultation between the Clinic Representative and the applicable School Nurse and/or Principal.

10.2 Escalation. In the event the parties are unable to resolve a dispute at the School level, the dispute shall be referred to the Superintendent of Schools and the Chief Executive Officer of the Clinic. Each shall work in good faith to resolve the dispute amicably. Should the dispute fail to be resolved by the parties through informal discussions after at least thirty (30) days, the parties may seek to resolve the dispute through any and all means available.

10.3 Good Cause Exceptions. Neither party shall be required to adhere to the dispute resolution procedures set forth in this Article X in the event it determines, in its reasonable discretion, that the dispute requires immediate relief or alternative actions. For purposes of illustration only, such disputes may include those involving a threat to the health, safety or welfare of Patients, students, Clinic personnel (including Providers), or School personnel.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 No Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions, nor any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.

11.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original instrument and all of which together will constitute one and the same instrument.

11.3 Severability. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect,

and the parties agree to substitute for the invalid provision another which most closely effectuates the legal and economic intent of the invalid provision within the bounds of the law.

11.4 Assignment. This Agreement shall be binding upon the parties, their successors, and assigns. Neither the Board nor the Clinic shall assign, or otherwise transfer its respective interest in this Agreement, including but not limited to use of the Center Space, without the express written consent of the other. Such consent may be withheld in the Board’s absolute discretion. Any attempted assignment shall be void.

11.5 Governing Law/Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut. The parties agree that venue shall lie in Federal and State courts in the State of Connecticut regarding any and all disputes arising from this Agreement.

11.6 Entire Agreement/Amendment. This Agreement sets forth the entire understanding between the parties hereto with respect to all matters referred to herein, and the provisions hereof may not be changed or modified except by an instrument in writing signed by both parties hereto.

11.7 COMMERCIAL TRANSACTION. CLINIC ACKNOWLEDGES THAT THIS AGREEMENT IS A COMMERCIAL TRANSACTION AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE AND FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE BOARD MAY DESIRE TO USE.

11.8 Notice. A notice or communication (which shall include, but not be limited to, a consent, an approval, a report or a demand) to be provided to a party hereto under this Agreement (a) shall be in writing, and (b) shall be deemed received one (1) day after being deposited with a nationally recognized overnight courier or after being hand delivered, or three (3) days after being posted certified mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth below.

If to the Board:

Killingly Board of Education
79 Westfield Avenue
P.O. Box 210
Killingly, CT 06239-0210
Attention: Superintendent of Schools

If to the Clinic:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
Attention: [Redacted]

Any addressee may change its address by written notice to the other party.

11.9 Relationship of the Parties. The Board and Clinic each acknowledge and agree that Clinic is an independent entity and the sole provider of the Services and that the Board and Clinic are not joint venturers, partners, or otherwise related to each other in any capacity as a result of this Agreement. It is specifically agreed that the personnel providing the Services at the Centers will be solely personnel of Clinic. Clinic shall be accountable for any violations of applicable laws, rules or regulations which result from acts or omission of Clinic's personnel.

11.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

[The signature page follows.]

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals as of the [redacted] day of [redacted].

KILLINGLY BOARD OF EDUCATION

By: _____

GENERATIONS FAMILY HEALTH CENTER

By: _____

EXHIBIT A

SERVICES

In the SBHC, Generations Family Health Center will provide the following services, as per the current State of CT Dept. of Children and Families license for outpatient pediatric psychiatric services:

- Clinical Assessment
- Individual Therapy
- Family Therapy
- Group Therapy
- Psychiatric Evaluation (provided at the Putnam Generations facility)
- Medication Management (provided at the Putnam Generations facility)
- Crisis Evaluations (for SBHC patients only, and occurring in SBHC clinic space only)

Services will be provided during the operating hours of:

- Monday – Friday 7:30 am – 4:00 pm
 - Services will be launched with a part-time schedule until the patient volume warrants a full-time schedule of availability.

EXHIBIT B

SCHOOLS AND CENTER SPACE

See attached plans for each School listed below for the area of Center Space within each School. The Center Space for each School is known as and labeled with the room numbers shown below for each School and also as “SBHC” on the plan for each School.

Floorplan of KHS:



This is the 3rd floor of Killingly High School. These two rooms will be used by the SBHC, one for reception and one for therapy space. The secondary room circled in blue indicates potential future space for the SBHC.

EXHIBIT C

BACKGROUND AND EMPLOYMENT HISTORY CHECKS

For the Clinic or any Clinic Employee or subcontractor who performs services pursuant to the Agreement involving student contact, the Clinic shall ensure compliance with the following background and employment history checks:

- a. The Clinic shall ensure that it and any Clinic Employee or subcontractor submit to the Board's employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68.
- b. The Clinic shall ensure that it and any Clinic Employee or subcontractor submit to a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry") or, for any individual whose current or most recent employment occurred out of state, the out-of-state equivalent of the Registry.
- c. The Clinic shall ensure that any Clinic Employee or subcontractor submit to state and national criminal records checks in accordance with Sections 10-212 (where applicable), 10-221d, and 29-17a of the Connecticut General Statutes. Each such individual shall submit to such state and national criminal record checks within thirty (30) calendar days from the date such individual begins performing services for the Board pursuant to the Agreement. The assigned staff members of the Clinic will submit to such checks through the Board's Human Resources Department procedures.
- d. The Clinic shall cross-reference the Connecticut Department of Public Safety's sexual offender registry, or, for any individual whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, to determine whether the Clinic Employee is registered as a sexual offender. The Clinic shall comply with the provisions of this Paragraph before any Clinic Employee begins performing services for the Board pursuant to the Agreement. If the Clinic receives any information indicating that any individual performing services under the Agreement may be registered as a sexual offender, the Clinic shall immediately notify the Board.

The Clinic shall provide written confirmation to the Board that it has complied with subsections (a) through (d) of this Paragraph. The Clinic agrees that upon the Board's request, it shall promptly provide the Board with any documentation related to such compliance.

The Clinic agrees that it shall pay all fees and costs, if any, associated with the background and employment history checks required under this Paragraph.

If Clinic receives any information that any Clinic Employee performing services under the Agreement has a criminal record which could make the individual unfit for an assignment involving contact with children, is on the sex offender registry or its equivalent, or has a

record of abuse or neglect, Clinic shall not assign or shall not maintain, as applicable, the assignment of the individual to perform services under the Agreement. By assigning, and/or maintaining the assignment of, any individual performing services under the Agreement, Clinic represents and warrants that, in its best professional judgment, such individual maintains the appropriate qualifications and is fit to perform services which involve contact with children.

The Clinic agrees that if the Board determines that any individual shall not perform services for the Board pursuant to the Agreement, such determination by the Board shall not constitute a breach of the Agreement.

Notwithstanding any provisions herein or in the Agreement to the contrary, failure to comply with this Paragraph shall be grounds for immediate termination of the Agreement.