

SBHC Agreements

Establishing SBHC Agreements

The specific nature of SBHC agreements will follow local school district policy around district collaboration with community-based organizations providing student supports. Agreements are negotiated between the school district and healthcare sponsoring agency in consultation with their respective legal counsel.

It is common practice for school districts in Washington to have, at minimum, a **lease agreement** and **memorandum of understanding (MOU)** with a SBHC sponsor. The lease agreement may stipulate parameters for the use of school district space and for the landlord-tenant relationship. The MOU may describe the purpose of the SBHC collaboration (as with other community-based organizations providing student supports) and delineate district and healthcare sponsor roles and responsibilities, including around data-sharing and student confidentiality. An additional **data-sharing agreement (DSA)** may be put into place to enhance the ability of school districts and SBHC sponsors to coordinate care, improve academic achievement, and protect student data.

As negotiation of SBHC agreements can take time, especially if a SBHC collaboration is new to either party, it is advisable to start these conversations early so questions can be addressed through the planning process and there are minimal delays to opening the SBHC when parties are otherwise ready for SBHC services to begin.

Seattle Public Schools has been operating SBHCs in Washington for 30 years and as of the 2021-2022 school year has 29 SBHCs in operation sponsored by eight different sponsoring healthcare organizations. SPS has agreements with 800-1,000 community-based organizations (CBOs) each year, including SBHC sponsors, under its Community Alignment Initiative, “a framework that guides how schools and school-based before and after school licensed child care programs, community learning centers, and school-based health centers work collectively to support the academic pursuits, social and emotional development, and overall well-being of students.” See examples of Seattle Public Schools’ lease agreements ([Part I](#) and [Part II](#)) and [MOUs](#) with SBHCs.

Once a SBHC is in place, it is incumbent upon the school district and SBHC sponsor to follow these agreements, including compliance with HIPAA and FERPA, and to ensure the delineation of roles remains clear (i.e. the school district is not directly involved in the clinical operations of the SBHC).

Agreements are commonly reviewed and renewed annually.

Lease considerations

The lease may outline:

- Rules and regulations around use of district space (including during school breaks)
- Insurance requirements of the healthcare sponsor

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- Rent (the school district may offer SBHC space rent-free or at a nominal cost in consideration of the benefit received by the district)
- In-kind contributions of the school district (e.g. utilities, janitorial services and maintenance)
- Roles and details around building access, including:
 - Any access needed by external contractors for SBHC operations (e.g. for hazardous waste disposal, lab services, or cleaning beyond that provided by the school district)
 - How SBHC staff will access the school and SBHC outside of standard school operating hours. Will they be given a key to the building or just the SBHC? If they do not have a key to the building, then the contact information of an administrator or janitorial staff is necessary so that the SBHC staff can get into the SBHC during times of unforeseen circumstances and during school breaks.

An example of an unforeseen circumstance that a SBHC needs to plan for is a power outage. This can cause the vaccine thermometer alarm to go off, alerting the SBHC sponsor that they could lose their vaccine inventory if they do not transfer their vaccines to a different clinic location. A detailed vaccine transfer plan and procedure, including school access and contact information, should be developed by the SBHC sponsor.

If remodeling is necessary and the SBHC sponsor is investing resources in renovation, then a multi-year lease is beneficial to protect the investment of the SBHC sponsor.

Memorandum of Understanding (MOU) considerations

MOUs between a school district and SBHC sponsor may describe the purpose of the collaboration in providing student supports, delineate the roles and responsibilities of the school district and school, lay out parameters for data-sharing and protecting confidential student information, and describe the scope of SBHC services, including how referrals to the SBHC may be made.

Data-sharing agreements (DSA)

Beyond parameters around data-sharing and student confidentiality established in the MOU, a data-sharing agreement (DSA) is also sometimes put into place to outline the academic information that can be shared with the SBHC sponsor to track academic progress and promote care coordination between SBHC staff and school staff.

It is worth noting that academic information is not *required or essential* to providing SBHC services, though academic data can be a valuable resource for SBHC operations in, for example:

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- Supporting students at risk of recurring absences or failing a class
- Knowing if a student is absent on the day of their scheduled appointment
- Program monitoring and evaluation

Alternative to a DSA may be institutional partner or “agent of the district” status. If the school deems the SBHC sponsor a partner providing critical services the school would provide if they could (e.g. providing mental health services), this status might be conferred so the SBHC has access to the same academic data as a school employee.

Agreements between the SBHC sponsor and the school district, however extensive, need to outline the de-identifiable health and services information that will be shared with the school district. Regular reports on the total students served, types of services, top procedures, and top diagnoses are good resources to share with school administration to keep the school informed about the impact of the SBHC on the school community.