

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "COUNTY") and the **EAST LANSING SCHOOL PUBLIC SCHOOL DISTRICT**, whose administrative offices are located at 501 Burcham Dr., East Lansing, Michigan 48823 (hereinafter referred to as the "SCHOOL DISTRICT").

RECITALS:

WHEREAS, the Ingham County Health Department, whose administrative offices are located at 5303 S. Cedar St., P. O. Box 30161, Lansing, Michigan 48909 (hereinafter referred to as the "DEPARTMENT"), and the SCHOOL DISTRICT desire to develop a school-based health care service location within the SCHOOL DISTRICT's facilities (hereinafter referred to as the "HEALTH CENTER"); and

WHEREAS, the HEALTH CENTER is to be supported by a grant from the Michigan Department of Health and Human Services (hereinafter referred to as the "MDHHS"); and

WHEREAS, the MDHHS requires that the COUNTY and the SCHOOL DISTRICT execute an agreement to clarify the relative contributions, services, roles, responsibilities and areas of cooperation and collaboration of the DEPARTMENT and the SCHOOL DISTRICT; and

WHEREAS, this Agreement clarifies the relative contributions, services, roles, responsibilities and areas of cooperation and collaboration of the DEPARTMENT and the SCHOOL DISTRICT, and

WHEREAS, the COUNTY and the SCHOOL DISTRICT desire to enter into this Agreement, effective August 15, 2023.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. AGREEMENT TERM AND TERMINATION. This Agreement shall commence on August 15, 2023, and continue for a period of ten (10) years, through August 14, 2033, at which time it shall expire, unless terminated earlier. The term of this Agreement shall not extend beyond August 14, 2033, unless the COUNTY and the SCHOOL DISTRICT amend this Agreement in writing that is signed by the authorized representatives of both parties.

Notwithstanding any other provision in this Agreement to the contrary, the COUNTY may terminate this Agreement at any time upon thirty (30) days prior written notice to the SCHOOL DISTRICT in the event funding for continued operation of the HEALTH CENTER is either not appropriated by the County's Board of Commissioners or obtained from the State of Michigan.

In the event this Agreement is terminated for any reason, patient care shall be transferred to the Willow Community Health Center located at 1115 S. Pennsylvania Ave., Lansing, Michigan 48912.

2. SCHOOL DISTRICT'S COMMITMENTS. The SCHOOL DISTRICT agrees to the following:

- A. The SCHOOL DISTRICT shall work cooperatively with the DEPARTMENT and other partners in school-based Child and Adolescent Health Center and Expanding, Enhancing Emotional Health Programs (hereinafter referred to as the "PROGRAMS") to develop and implement services which benefit students ages five (5) through twenty-one (21) years in the SCHOOL DISTRICT and other community residents as determined by the DEPARTMENT. Definitions/descriptions of the school-based Health Center and the Expanding, Enhancing Emotional Health Programs are set forth in the Appendix A attached to this Agreement, which is incorporated by reference into this Agreement and made a part hereof.
- B. The SCHOOL DISTRICT shall donate the space required by the HEALTH CENTER, including building maintenance and janitorial services. The space shall be handicap accessible. The space shall have access to the outside, running water, bathroom facilities, be accessible year-round, and include parking with at least one handicap accessible parking space. The location of the donated space to be provided by the SCHOOL DISTRICT is set forth in the attached Appendix A. This location may be changed at any time by an amendment to this Agreement as set forth in Section 9 of this Agreement.
- C. The SCHOOL DISTRICT shall provide building support services which shall include janitorial services and routine maintenance of the HEALTH CENTER space during days of operation. Utility services shall also be included in the building support services provided by the SCHOOL DISTRICT.
- D. The SCHOOL DISTRICT shall provide access to the building so that the HEALTH CENTER can be operational during all school holidays and during summer recess. The HEALTH CENTER staff shall be provided with a HEALTH CENTER key.
- E. The SCHOOL DISTRICT shall report progress to the School Board and the Ingham County Board of Commissioners as needed or requested.
- F. The SCHOOL DISTRICT shall provide opportunities for classroom health education and promotion activities initiated by the HEALTH CENTER staff.
- G. The SCHOOL DISTRICT shall provide linkages for outreach and referral services with other schools and school personnel within the district.

- H. The SCHOOL DISTRICT shall facilitate contacts with parents and parent groups and provide meeting space.
- I. The SCHOOL DISTRICT shall provide the opportunity for the HEALTH CENTER staff to administer a patient satisfaction survey, health survey and needs assessment to students, parents and teachers every year or as required by the MDHHS to determine the health status and needs of the student population.
- J. The SCHOOL DISTRICT shall help recruit parents and staff to participate on the Advisory Committee and provide space for meetings.
- K. The SCHOOL DISTRICT's personnel will have and hold responsibility for dispensing student daily medications.
- L. The SCHOOL DISTRICT's personnel will have and hold responsibility for sending home those students who are too ill to remain in school and whose parents or guardians cannot be contacted. The SCHOOL DISTRICT shall also have and hold responsibility for approving students being taken to a hospital in emergency situations.
- M. Staff from the SCHOOL DISTRICT and DEPARTMENT at reasonable intervals shall meet to coordinate and discuss all related activities of the HEALTH CENTER. A representative of the SCHOOL DISTRICT's administration shall attend all advisory group meetings to ensure that the SCHOOL DISTRICT'S interests are best served.
- N. The SCHOOL DISTRICT shall provide the DEPARTMENT with access by furnishing a computer with access to necessary school and student data as it relates to grant objectives and reporting requirements as is permitted by law.
- O. The SCHOOL DISTRICT'S staff recognizes that all information obtained through the HEALTH CENTER is to be held confidential and that health records are not available to school staff without parental consent.
- P. The SCHOOL DISTRICT understands and agrees that the COUNTY and the DEPARTMENT are not responsible for securing a replacement of the HEALTH CENTER when the HEALTH CENTER is closed due to holidays, training, etc.

3. **DEPARTMENT'S COMMITMENTS.** The COUNTY, on behalf of the DEPARTMENT, commits the DEPARTMENT to the following responsibilities with regards to the HEALTH CENTER:

- A. The DEPARTMENT shall coordinate the Child and Adolescent Health Center and Expanding, Enhancing Emotional Health Programs with the SCHOOL DISTRICT. The DEPARTMENT shall develop and implement adolescent health and primary care and expanding, enhancing emotional health programs for persons ages five

- (5) through twenty-one (21), including other persons as recommended by the PROGRAMS' Advisory Committee. Students who are in special education shall be eligible for services up to age twenty-five (25). The programs shall include health care services for such persons as well as a health promotions/risk reduction program.
- B. The DEPARTMENT shall be responsible for the recruitment and training of the HEALTH CENTER staff. The COUNTY, through the DEPARTMENT, shall either employ or contract competent qualified health and medical providers to administer, coordinate and provide health and other related services at the HEALTH CENTER.
 - C. The DEPARTMENT agrees to the delivery of health care services in locations agreed upon by the DEPARTMENT and SCHOOL DISTRICT.
 - D. The DEPARTMENT shall make available primary health care and other services to persons age five (5) through twenty-one (21) (up to age twenty-five [25] for special education students) and other persons of age as determined by the HEALTH CENTER'S Advisory Committee, or enrolled in the program. An enrolled person is either a person enrolled within the SCHOOL DISTRICT'S area, who has a signed parental permission record, or who, having attained the age of eighteen (18), has elected to enroll, and other community residents as determined by the DEPARTMENT.
 - E. The HEALTH CENTER staff shall refer clients for medical treatment and other services as appropriate and shall provide follow-up services as needed.
 - F. The DEPARTMENT shall develop health promotion and health education programs for students.
 - G. The HEALTH CENTER staff shall facilitate meetings for the HEALTH CENTER'S Advisory Committee.
 - H. The DEPARTMENT shall be responsible for collecting and reporting both individuals and program data to the MDHHS as it relates to the MDHHS Agreement.
 - I. The DEPARTMENT may administer and assist in tabulating the results of a patient satisfaction survey, health survey and needs assessment to students, parents and teachers every year or as required by the MDHHS to determine the health status and needs of the student population.
 - J. The DEPARTMENT shall respond to emergency care situations within the HEALTH CENTER by stabilizing the situation until an emergency medical technician is on site. Students not enrolled in the HEALTH CENTER are eligible for emergency care only on a limited-basis until enrolled. Such care is limited to the extent of the emergency. Critical emergencies as determined by the on-site

medical provider will be referred by school personnel to outside emergency medical services.

- K. The DEPARTMENT shall be responsible for all costs attributable to the HEALTH CENTER with exception of facility costs including HVAC maintenance and repair, and support services, as defined in this Agreement.
- L. The DEPARTMENT'S staff shall meet with the SCHOOL DISTRICT's staff at reasonable intervals to discuss the HEALTH CENTER and school-related activities.

4. **CONSIDERATION.** The consideration for this Agreement shall be construed to be the commitments made by both the SCHOOL DISTRICT and the COUNTY on behalf of the DEPARTMENT in Sections 2 and 3 of this Agreement to contributions, services, roles, responsibilities and areas of cooperation and collaboration with regard to the HEALTH CENTER.

5. **NON-DISCRIMINATION.** The parties to this Agreement, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status.

Breach of this covenant shall be regarded as a material breach of this Agreement.

6. **STATUS OF EMPLOYEES.** It is expressly understood and agreed that the employees, servants and agents of either of the parties to this Agreement shall not be deemed to be and shall not hold themselves out as the employees, servants, or agents of the other party. Each of the parties to this Agreement shall be responsible for payment of compensation due their employees, agents and independent contractors for services which they perform under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to income and social security taxes to the proper federal, state and local governments. The employees of each of the parties shall not be entitled to any fringe benefits otherwise provided by the other party to its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave and longevity. Each of the parties shall carry workers compensation and unemployment compensation coverage for its employees, as required by law.

7. **LIABILITY.**

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the DEPARTMENT in the performance of this Agreement shall be the responsibility of the COUNTY and not the responsibility of the SCHOOL DISTRICT, if the liability, loss, or damage is caused by, or rises out of, the actions or failure to act on the part of the DEPARTMENT, or anyone directly or indirectly

employed by the COUNTY, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the COUNTY or its officers/officials or employees by statutes or court decisions.

- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the SCHOOL DISTRICT in the performance of this Agreement shall be the responsibility of the SCHOOL DISTRICT and not the responsibility of the COUNTY. If the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the SCHOOL DISTRICT, or anyone directly or indirectly employed by the SCHOOL DISTRICT, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the SCHOOL DISTRICT or its officers/officials or employees by statutes or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the DEPARTMENT and the SCHOOL DISTRICT in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the COUNTY and the SCHOOL DISTRICT in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the COUNTY or SCHOOL DISTRICT or their officers/officials or employees, respectively, as has been provided to the parties by statutes or court decisions.

8. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any right, power or privilege.

9. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

10. SECTION TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

11. COMPLETE AGREEMENT. This Agreement and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or bind any of the parties thereto.

12. INVALID PROVISIONS. If any provision of this Agreement is held to be invalid it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or

unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

13. NOT A THIRD PARTY BENEFICIARY CONTRACT. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties to this Agreement.

14. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the COUNTY and the SCHOOL DISTRICT certify that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES FOR INGHAM COUNTY AND EAST LANSING PUBLIC SCHOOL DISTRICT HAVE FULLY SIGNED THIS AGREEMENT IN THE SPACES AND ON THE DATES SET FORTH BELOW.

COUNTY OF INGHAM

By: _____
Ryan Sebolt, Chairperson
County Board of Commissioners

Date: _____

EAST LANSING PUBLIC SCHOOL DISTRICT

By: _____
Dori Leyko, Superintendent

Date: _____

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: Timothy M. Perrone 8/4/2023

APPENDIX A

Locations:

The Interagency agreement addresses program and service offerings at the following ELPSD locations:

School Name	Address
East Lansing High School	509 Burcham Dr, East Lansing, MI 48823

Definitions:

School-based health centers – School-based health centers, or SBHCs, are pediatric offices located in a school, staffed by advanced practice providers (Nurse Practitioners and Physician Assistants, behavioral health consultants (Licensed Social Workers) and professional support staff to provide comprehensive physical and mental health care services to children and adolescents.

Expanding, Enhancing Emotional Health – The expanding, enhancing emotional health, or E3, is a program located in a school or on school grounds that provides on-site comprehensive mental health services from mild to moderate severity of need. It includes referrals, tracking and follow-up, throughout the year with signed agreements with the host school and/or local school district. The E3 provider is expected to operate at 40 hours or full time equivalent, five days per week at a single location. The 40 hours of clinical services must be provided by a licensed Master’s level mental health provider (LMSW, LLMSW, LPC, LLPC, LMFT, LLMFT). Appropriate supervision must be available. E3 providers can be located in elementary, middle, high, or alternative schools and must follow School Code Regulations.

Transfer of Care Clause:

If the Interagency agreement is terminated for any reason, patient care should be transferred to the Willow Community Health Center, which is located at 1115 S. Pennsylvania Avenue, Lansing, MI 48912.