

***School Wellness Program (SWP)***  
Interagency Agreement Between  
Health Department of Northwest Michigan  
And  
Elk Rapids Schools

This Agreement for a School Wellness Program (“Agreement”) is entered into and made effective on August 12, 2024 between Elk Rapids Schools (“District”), a Michigan general powers school district, organized and operating pursuant to the Revised School Code, MCL 380.1, *et seq.*, amended, whose address is 308 Meguzee Point Road, Elk Rapids, Michigan, 49629, and the Health Department of Northwest Michigan (“HDNW”), a local public health department, whose address is at 220 West Garfield, Charlevoix, Michigan 49720 (“HDNW” sometimes referred to herein as a “Party”, and collectively as “the Parties”).

The term of the Agreement shall commence August 12, 2024 and remain in effect until September 30, 2027, as long as funding is available and both Parties agree to continue. The Parties are partners in implementing the School Wellness Program (SWP), with a vision of providing nursing and mental health services for students to improve the health and well-being of the student population and reduce school absenteeism.

**SECTION 1: RELATIONSHIP OF PARTIES**

HDNW will assign a SWP nurse and mental health provider to the District to provide school-based services as outlined in this Agreement. The SWP nurse and mental health provider assigned to the District by the HDNW shall be considered an employee of the HDNW, subject to the supervision and control of the HDNW. The HDNW will be the sole and exclusive employer of the SWP nurse and mental health provider for all purposes including hiring, directing, discharge, unemployment compensation, workers compensation, retirement, and state and federal taxes. In addition, the SWP nurse and mental health provider shall be directly accountable to the HDNW in connection with the performance of the SWP duties of this Agreement. The SWP nurse and mental health provider are not entitled to any wages, benefits, or other terms set forth in any collective bargaining agreement entered into between the District and any of its unionized employee groups or any wages, benefits, or other terms set forth in any other contract or agreement between the District and any of its non-unionized employee groups.

**SECTION 2: SCHOOL WELLNESS PROGRAM SERVICES**

SWP services (“services”) under this Agreement are provided on a 12-month calendar with the majority of the services provided from September through May and limited availability in the summer months (June, July, and August). SWP services are for students attending Elk Rapids Schools either in person or virtually. Services are primarily provided on-site, and at times via telehealth. SWP services/functions include:

1. Obtain student/parental consent prior to providing services through the SWP program, following established laws and guidelines. See Section 7, Parental Consent.
2. Provide nursing assessment, treatment and follow-up for ill or injured students, within the nurse’s scope of practice and with oversight by the health department’s Medical Director.
3. School Wellness Program staff will provide emergency first aid to any child or adolescent able to enter the site if trained staff are present available at the time. SWP staff may respond to health emergencies within the school after the school has initiated their emergency protocols and if the SWP staff is present and available. SWP staff do not respond to emergencies occurring off school grounds or for non-students.
4. Provide individual and group therapeutic mental health services. The mental health provider may provide crisis intervention for consented students if available. The mental health provider does not provide behavior intervention, disciplinary interventions, academic counseling, or other routine school counseling services.

5. Participate in multidisciplinary teams (e.g. 504, IEP, Behavior) for the purpose of providing input on students receiving SWP services. The registered nurse and mental health provider do not replace required professional representation on these teams.
6. Assist the school with development of plans of care and emergency plans for students with chronic health conditions, to include communication with parents and health care providers to ensure physician orders are updated and training of staff on management and emergency response of student health conditions.
7. Assist the school with updating medication administration forms and developing processes to maximize safety of medication administration within the school setting. Registered nurses do not administer routine student medications, except under extenuating circumstances (e.g. newly diagnosed diabetic while disease stabilization and staff training are occurring).
8. Administer limited over-the-counter medications, per standing orders established by the Health Department's Medical Director and with parent consent. These medications are for the treatment of minor illnesses or injuries (e.g. topical antiseptics, acetaminophen, ibuprofen).
9. Assist the school with communicable disease management and reporting.
10. Assist the school with immunization compliance requirements through assessment of immunization status for SWP consented students, communication with families and referral to immunization providers, and provision of immunization waiver education. The registered nurse does not administer immunizations in the SWP clinic but may coordinate on-site immunization clinics with the Health Department of Northwest Michigan or another immunization provider.
11. The registered nurse may offer basic laboratory services and testing through telehealth services, with a provider's order, and if approved by the health department's Medical Director.
12. SWP staff will support the school in administering a Michigan Profile for Healthy Youth (MiPHY) (or similar data collecting tool) of the student population at least every three years to guide program focus areas. These tools satisfy grant funding requirements and will be shared between the school and HDNW.
13. Plan and implement school population-based health promotion activities, including one evidenced-based intervention annually, to address health needs based on student health questionnaire and MiPHY or similar data. Any instruction or services related to physiology, hygiene, substance use, and related health education programming shall comply with the requirements of Section 1170 of the Revised School Code, MCL 380.1170, including but not limited to excusing students from attendance in such instructional programs.
14. Administer a student health questionnaire to SWP consented students and/or parent, with follow-up if concerns are identified.
15. Assess health insurance status of SWP consented students and refer student/parent for health insurance application assistance if uninsured and request assistance.
16. Participate in school-based wellness teams/activities per school request and as time allows (e.g. Wellness Committees, MERT, Sex Ed Committees, etc.).
17. Develop and facilitate a Community Advisory Council (CAC) to ensure input from school staff, parents, and students are reflected in the provision of SWP services. Youth input to the advisory council will be maintained either through membership on the CAC or through a Youth Advisory Council or through other formalized youth involvement and input.
18. Communicate with school staff as needed to coordinate student receipt of services through the SWP, while maintaining compliance with Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA).
19. SWP services are only for students. Services may not be provided for staff or parents/guardians. The Parties agree that under no circumstances will any services under this Agreement involve the dispensation or distribution of family planning devices or drugs, or prescriptions for family planning devices or drugs, or referral for abortion, as prohibited by Section 166 of the State School Aid Act, MCL 388.1766.

### **SECTION 3: QUALIFICATIONS**

The SWP nurse and mental health provider providing services under this Agreement shall possess the appropriate licenses and/or certifications as required by the State of Michigan and shall be qualified by

training and experience to perform the duties as set forth by this Agreement. The services performed by the SWP Nurse, mental health provider and HDNW under this Agreement shall be delivered in compliance with all relevant Federal and State laws, regulations, and standards of care.

#### **SECTION 4: LOCATION AND HOURS OF SERVICE**

The SWP nurse and mental health provider will be based in a clinic space within Lakeland Elementary School and Cherryland Middle School. The clinic space is approved by HDNW's SWP program coordinators and school administration, and fulfills the Program Space Requirements as provided on Attachment A.

The SWP nurse and mental health provider are generally available Monday through Friday, during school hours, with limited hours set aside for training, documentation, care coordination and other administrative tasks. Work hours during the school year may also vary to accommodate school functions for the purpose of promoting SWP services (e.g. parent nights). The mental health provider may have limited availability to provide services to students during summer break.

#### **SECTION 5: TERMINATION**

Any party may terminate their participation in the agreement with or without cause by providing 60 days written notice of termination to the other party. HDNW will plan to transfer or refer clients for other services if the agreement is discontinued or expires.

#### **SECTION 6: EXPIRATION**

This agreement shall expire on the date provided above unless the parties mutually agree to extend the contract. This agreement shall not renew automatically.

#### **SECTION 7: PARENTAL CONSENT AND MINOR CONSENT**

All "non-confidential" health services provided to students will require parental consent according to Michigan and federal law. Parental consent is not required for those "confidential" services under Michigan and/or Federal law which can be provided to minors without such consent. Parental consent is not required when there is a life or limb threatening emergency or a mental health crisis.

Students who are age 18 and older, emancipated minors, legally married, under court order, in the presence of a law officer when the parent cannot be promptly located, and/or members of the U.S. Armed Forces can provide consent for services themselves.

Students without consent forms signed by parent/guardian on file will not be provided services except in the case of an emergency. Staff may telephone a parent/guardian for verbal consent on a one-time only basis. The one-time consent given by a parent/guardian shall be documented by the SWP provider in the student's SWP medical record.

Confidential services under Michigan and federal law that may be provided with minor consent are:

1. Clients requesting testing, diagnosis, and treatment for an STI.
2. HIV counseling and testing.
3. Pregnancy testing, prenatal and pregnancy related care.
4. Clients requesting substance abuse services.

Mental health services may be provided without parental consent for students 14 years of age and older, for up to 12 visits or four months of services (whichever comes first). Parental consent must then be obtained for continuation of services.

In order to provide any "telehealth" or "telemedicine" services with students, the SWP staff shall ensure that consent, as appropriate, is obtained as provided under the Michigan Public Health Code and internal SWP Consent for Services policy.

The parent/guardian can withdraw consent for services at any time in writing.

The SWP Consent for Services policy shall be approved by the District School Board and the Community Advisory Council.

#### **SECTION 8: CONFIDENTIALITY**

HDNW understands that, in connection with its relationship with the District under this Agreement, HDNW and its agents may have access to confidential student records, including records protected under the Family Educational and Privacy Act ("FERPA") 20 USC 1232g, Section 1136 of the Revised School Code, MCL 380.1136, and/or the Individuals with Disabilities Act ("IDEA"). HDNW shall comply with all laws, rules, and regulations pursuant to FERPA, Section 1136 of the Revised School Code, and/or IDEA. HDNW acknowledges that any such records will remain under the exclusive control of the District and will only be disclosed to HDNW and its agents as permitted by law. HDNW further acknowledges that, with respect to confidential student records, HDNW and its agents are subject to the same laws and regulations governing use and re-disclosure of confidential student records at the District and HDNW will strictly comply with all applicable laws, regulations, and District policies.

In accordance with FERPA and its regulations, if HDNW is performing institutional services that would otherwise be performed by the District, HDNW and its agents performing the services will be considered a District school official under FERPA and shall have the right to access and use the District's educational records including personally identifiable information of students provided that such is for a legitimate educational purpose. HDNW agrees that it will:

(i) not use any of the District's confidential information for its own use or for any purpose other than the specific purpose of performing the services described in this Agreement; (ii) not voluntarily disclose any of the District's confidential information to any other person or entity; and (iii) take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of the District's confidential information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized to have such information. The foregoing duties shall survive the termination or expiration of this Agreement.

The Parties acknowledge and agree that HDNW and its agents may be subject to penalties for unauthorized disclosure or misuse of confidential student records under applicable law, including but not limited to a prohibition against HDNW and its agents from accessing confidential records for a defined period of time. Any such prohibition would constitute a material breach of this Agreement by HDNW.

HDNW agrees to indemnify and hold harmless the District from any and all liability arising out of HDNW's failure to comply with the requirements of this Section.

To the extent required by law, the Parties will comply in all material respects with the health care information privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated thereunder ("HIPAA"), when collecting data from District students, families, and staff to the extent applicable.

#### **SECTION 9: NON-DISCRIMINATION**

The Parties agree not to discriminate against any employee or the applicant for employment with respect to hire, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment on the basis of race, color, religion, sex, national origin, pregnancy, age, height, weight, disability, marital status, veteran status, or other protected characteristic. No Party will discriminate against any student or other recipient of services under this Agreement due to race, color, religion, sex, national origin, disability or any other protected characteristic. Breach of this provision may be regarded as material breach of this Agreement.

The SWP nurse and mental health provider assigned to provide services at the District must follow all

School Board policies, including but not limited to non-discrimination, harassment, and retaliation. Violation of this Section by either Party or by the SWP nurse or mental health provider constitutes a material breach of this Agreement.

#### **SECTION 10: INSURANCE**

HDNW shall obtain and maintain during the term of this Agreement, general liability insurance and malpractice insurance in the amount of five (5) million dollars. This may be commercial or self-insurance. HDNW shall require of its subcontractors a provision of insurance in the same amount and under the same conditions. HDNW shall be solely responsible for any claims or injuries caused by its employees for services provided under the terms of this Agreement. On request, HDNW will provide the District certificate of insurance describing the above- referenced coverages.

#### **SECTION 11: INDEMINIFICATION**

HDNW agrees to indemnify and hold harmless the District and its employees and agents from claims, liabilities, losses, damages, and costs (including attorney fees, but excluding any settlement costs unless agreed to in writing in advance by HDNW) arising out of the acts or omissions of HDNW, its employees, or agents while acting within the scope of their employment or agency with HDNW under the terms of this Agreement.

#### **SECTION 12: LIABILITY**

Neither Party waives its governmental immunity under the Michigan Governmental Immunity Act, MCL 691.1401 *et seq.*, or any defense available to them or their officers, agents, employees, Board members, and elected officials. The Parties are solely responsible for the acts, errors, or omissions of its respective officers, agents, and employees.

#### **SECTION 13: PARTY RESPONSIBILITIES**

##### **A. HDNW**

- HDNW, abiding by the Minimum Program Requirements of the SWP Program and rules set forth by MDHHS, will provide competent and qualified registered nurse and mental health providers, licensed in the State of Michigan, to the District to provide the services outlined in this Agreement in accordance with state and federal law.
- Provide all training for the registered nurse and mental health provider on the provision of SWP services.
- Maintain all human resource activities related to the employment of the registered nurse and mental health provider.
- Provide liability coverage for the registered nurse and mental health provider.
- Provide clinical supervision and administrative supervision.
- Maintain a Medical Director on staff to oversee clinical services, provide standing orders, and serve as a consultant in the provision of SWP services.
- Follow applicable state and federal laws.
- Purchase medical supplies and equipment for the SWP.
- Purchase and maintain a computer for the use of SWP staff.
- Develop marketing/outreach materials for SWP services, and coordinate dissemination of materials with school administration.
- Obtain, maintain and post Clinical Laboratory Improvement Amendments (CLIA) and Medical Waste certificates on site.
- Dispose of all medical waste in accordance with state and federal law.
- Require and allow time for the registered nurse and mental health provider to participate in school meetings, trainings, and emergency drills as required for all school employees.
- Require the registered nurse and mental health provider to follow all relevant school-wide policies and procedures related to emergency response, the health and safety of students, or other policies/procedures as mutually agreed upon by the school administration and SWP program

administration.

- In collaboration with the District, establish student referral processes between the school and the SWP.

#### **B. The District**

- Provide space for the registered nurse and mental health provider to work, including janitorial services, heating, water, electricity, phone and internet access at no charge.
- Identify an administrator to serve as primary contact for the SWP to facilitate communication and collaboration with school administration, staff, parents, and students, and between the District and HDNW SWP supervisory staff.
- Integrate the registered nurse and mental health provider into school faculty meetings, trainings, parent activities, student activities, and trainings, as appropriate.
- Provide training for the registered nurse and mental health provider on school policies, emergency procedures, and other topics related to providing effective SWP services or maintaining the health and safety of students.
- School personnel must be trained and available to provide first aid and triage/referral for injuries and illnesses to ensure continuation of service when the registered nurse is unavailable.
- Refer students to the registered nurse and mental health provider through email, paper form, verbal referral or other mechanism as mutually agreed upon between the District and SWP staff. SWP staff will refer to school staff following the same confidential, established mechanisms.
- Assist with promoting awareness of the SWP program and obtaining parental consent for participation through established communication channels used for other school-parent information sharing.
- Support the formation and implementation of the Community Advisory Council through identification and participation of relevant school staff, communication with parents, and establishment of mechanisms to obtain student input on SWP services.
- Provide communication about SWP and wellness initiatives throughout the school population via email, social media, website, and newsletters.
- Coordinate with SWP program administrators/staff to plan or conduct the MiPHY survey within the school community at least every three years.
- Coordinate with SWP Administrators/staff to plan and conduct an annual evidenced-based intervention based on identified needs.
- Support school staff attendance at coordination meetings to ensure awareness of SWP services, establish procedures for referrals and communication about student participation in services, and to resolve/improve processes to ensure access to SWP services for students with minimal disruption to student academics or staff functions.

### **SECTION 14: FEES AND PAYMENTS**

The SWP will provide services to every student seeking services regardless of ability to pay. Funding for the SWP is provided by Michigan Department of Health and Human Services (MDHHS) and supplemented with health insurance billing through HDNW. A sliding-fee scale may be used for services. In-kind support by the District (space, janitorial services, administrative support, IT) supports grant requirements.

### **SECTION 15: COMPLIANCE WITH THE LAW**

HDNW shall fully and promptly comply with all laws, ordinances, orders and regulations in any manner related to the Agreement. The foregoing shall specifically include, but shall not be limited to, HDNW's compliance with all applicable School Board policies governing the use of the District's properties.

### **SECTION 16: BACKGROUND CHECKS**

Pursuant to the requirements of section 1230 and 1230a of the Revised School Code, HDNW will cooperate with the District to ensure that a criminal history check through the Michigan State Police and a criminal records check through the Federal Bureau of Investigation is conducted for any person HDNW

assigned to regularly and continuously provide in-person services to District students. HDNW will not assign any person to provide in-person services to District students under this Agreement who has been convicted of any of the following offenses:

- a. A “listed offense” as defined under Section 2 of the Sex Offender Registration Act, MCL 28.722; or
- b. Any offense enumerated in Sections 1535a or 1539b of the Revised School Code, MCL 380.1535a, MCL 380.1539b; or
- c. Any felony, unless the felony is not for a “listed offense” and the District’s Board of Education has expressly approved, in writing, the person’s assignment; or
- d. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in sections 1230 (10) and 1230a (8) of the Revised School Code; or
- e. Any offense of a substantially similar enactment (to those enumerated in A-D above) of the United States or another State; or
- f. Any other offense that would, in the judgement of the District, create a potential risk to the safety and security of District students or employees.

HDNW will provide the District with notice of all agents and employees assigned to the District. The District reserves the right to refuse HDNW’s assignment of any person to provide services under this Agreement if the person’s background indicates, in the District’s judgement, unfitness to perform the services under this Agreement. The District will provide notice of serious concerns or requests for personnel reassignment to HDNW.

#### **SECTION 17: EMPLOYMENT REFERENCE CHECK**

HDNW shall request references from perspective HDNW employee’s previous employer(s) before assigning the employee to provide services for the District to ensure that the individual has not committed acts of misconduct, immorality, moral turpitude, or any inappropriate behavior involving a child. HDNW shall not assign any HDNW employees or perspective employees to provide services to the District or the District’s students where the individual’s previous employer has substantiated such conduct. HDNW shall be responsible for all costs associated with the unprofessional conduct checks.

#### **SECTION 18: CARE OF DISTRICT PROPERTY, MAINTENANCE, AND REPAIR**

HDNW shall not injure, mark, or deface the office space or any District property, and shall not cause or permit anything to be done whereby the office space or District property is injured, marred, or defaced. HDNW shall not make or allow any alterations of any kind to the office space or District property without the prior written consent of the District.

#### **SECTION 19: PERSONAL PROPERTY**

HDNW shall be responsible to provide all supplies, materials, equipment, and personal property necessary for the HDNW’s use of the office space, which must be removed after the termination/expiration of this Agreement. HDNW agrees that the District shall, in no way, be responsible for the loss, damage, or claims related to the supplies, materials, equipment or personal property of HDNW or its employees, agents, guests or invitees.

District personal property, including District equipment, shall not be used without prior written consent from the District. The District may restrict the use of District personal property to certain uses and may supervise HDNW’s use of District personal property.

#### **SECTION 20: ACCESS TO PROPERTY**

The District shall have access to any assigned office space at any time to inspect it; prevent waste, loss, or restrictions; or to remove obstructions. Due to confidentiality, the District shall not access the property when in use providing services to clients.

HDNW personnel shall have access to the SWP site when school is not in session in case of a power failure or other emergency to protect supplies and equipment or for program administrative purposes.

## **SECTION 21: NON-ENFORCEMENT OF WAIVER**

The District and the HDNW may enforce this Agreement in strict accordance with the terms, notwithstanding any conduct or custom on the part of a Party in refraining from doing so at any time. All rights and remedies of the respective parties are cumulative and concurrent. The exercise of, or failure to exercise, a right or remedy will not be deemed a waiver or release of any other right or remedy.

## **SECTION 22: NO ASSIGNMENT**

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the Parties, including their respective legal representatives, successors, and assigns.

## **SECTION 23: AMENDMENTS**

No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the District unless reduced to writing and signed by authorized representatives of both parties.

## **SECTION 24: SEVERABILITY**

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless removal of such term, covenant or condition materially impacts the general intent of the Agreement.

## **SECTION 25: REMEDIES NOT EXCLUSIVE**

The Parties agree that each and every right, remedy, and benefit provided by this Agreement is cumulative and shall not be exclusive of any other right, remedy or benefit set forth in this Agreement or allowed by law.

## **SECTION 26: GOVERNING LAW**

This Agreement shall be construed for all purposes in accordance with Michigan law.

## **SECTION 27: VENUE**

The Parties agree to the jurisdiction and venue of the courts sitting in Antrim County, Michigan.

## **SECTION 28: MARKS**

HDNW is able to use the District's logo on SWP site specific documents and materials for SWP site services, marketing, outreach or branding. Other than listed above, the Parties shall not use the name, logo, or marks of the other without prior written authorization or as otherwise required by law. Notwithstanding the foregoing, the Parties may disclose the existence of the relationship created by this Agreement.

## **SECTION 29: FORCE MAJEURE**

Notwithstanding anything herein to the contrary, and to the extent permitted by law, neither Party is liable to the other for any loss or damage arising out of delay or failure to perform any obligation in the Agreement occurring for reasons beyond that party's control, which may include, delay or failure caused by: unavailability of power or supplies; abnormally inclement weather; pandemic; act of God; act of war, terrorism, strike or riot; act or omission of the government; an act or omission in the process of manufacture, production or supply under the control of third parties; or any other emergency. Without limiting the breadth of the foregoing, and except and to the extent otherwise agreed by the Parties in writing, the District shall not be required to permit the use of the District's other facilities on days when the District is not conducting normal instructional activities, such as for snow days.



### **SECTION 30: NOTICES**

All notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing.

If to (School):

Elk Rapids Schools  
308 Meguzee Point Road  
Elk Rapids, MI 49629

Phone: 231-264-8692

Email: [bmckenna@erschools.com](mailto:bmckenna@erschools.com)

If to HDNW:

Health Department of Northwest Michigan  
220 West Garfield  
Charlevoix, MI 49720

Phone: 231-547-7636

Email: [j.vollmer@nwhealth.org](mailto:j.vollmer@nwhealth.org)

### **SECTION 31: HEADINGS**

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

### **SECTION 32: SUCCESSORS**

The provisions of this Agreement shall extend to, and be binding upon, the Parties and their respective legal representative, successors, and assigns.

### **SECTION 33: EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts, including facsimile transmissions, each of which shall be deemed an original, but all of which constitute one and the same agreement.

### **SECTION 34: EFFECTIVE DATE**

The Effective Date of the Agreement shall be no sooner than August 12, 2024. The Agreement shall remain in effect until September 30, 2027. Either party may terminate the Agreement with 60 days written notice.

### **SECTION 35: ENTIRE AGREEMENT**

This Agreement sets forth all covenants, promises, agreements, conditions and understanding between the Parties concerning the Agreement and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than are herein set forth.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed in their respective names or by their respective officers, the day and year first indicated above.

Signatures:

---

Bryan Mckenna, Superintendent  
Elk Rapids Schools

---

Date

---

Jennifer Brown, President  
Elk Rapids Schools Board of Education

---

Date

---

Daniel Thorell, Health Officer  
Health Department of Northwest Michigan

---

Date

## **ATTACHMENT A**

### **I. Clinical (Nurse) Space Requirements**

For the SWP Nurse to provide nursing services compliant with the standards of care set forth by the National Association of School Nurses, and the Occupational Health and Safety Administration laboratory standards.

The space requirements include:

1. A private space to communicate with parents/school personnel/students via phone or in person.
2. A desk with adequate room for a computer and printer.
3. A lockable file cabinet for student records.
4. A bathroom meeting the Americans with Disabilities Act requirements with a toilet and sink with hot and cold running water.
5. An appropriate space for the assessment of ill/injured students (e.g., cot, chair).
6. Lockable cabinets for first aid supplies, medications and a sharps container. Alternatively, the sharps container may be wall mounted.
7. A sink with soap and running water.
8. Clinical design and furnishings that are barrier free for all students (e.g. wheelchair accessible, larger seating options, etc.).

### **II. Mental Health Space Requirements**

1. A private space for individual counseling, with additional soundproofing mechanisms if needed.
2. A private space for small group counseling.
3. A desk with adequate room for a computer and printer.
4. Design and furnishings that are barrier free for all students (e.g. wheelchair accessible, larger seating options, etc.).

### **III. Renovations, Clinic Set Up**

HDNW will fund all furnishings and clinical supplies needed. No structural renovations are needed to meet space requirements.