

PROFESSIONAL SERVICES AGREEMENT
School Nurses

THIS AGREEMENT is entered into and made effective on July 1, 2016 ("Effective Date"), by and between **MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT** ("MAISD"), a Michigan general powers school district, whose address is 621 New Street, Stanton, Michigan 48888, and **SPECTRUM HEALTH WORTH SERVICES DBA SPECTRUM HEALTH NEURO REHABILITATION SERVICES**, a Michigan nonprofit corporation, whose registered address is 100 Michigan Street NE, Grand Rapids, Michigan 49503 ("Spectrum Health") and shall supersede all prior agreements entered into by the parties for the professional services defined herein.

WHEREAS, MAISD desires to arrange for certain professional services in support of MAISD's school health program, which it has determined will benefit the students that MAISD serves and will further MAISD's goals and strategic objectives;

WHEREAS, Spectrum Health, through its employed School Nurse(s), desires to provide MAISD with such professional services, pursuant to the terms and conditions set forth below;

WHEREAS, pursuant to Sections 601a (3) and (4) of the Revised School Code, being MCL 380.1, et seq., a general powers intermediate school district has the authority to exercise a power incidental or appropriate to the performance of any function related to: the operation of the intermediate school district in the interests of public elementary and secondary education in the school district and to enter into agreements or cooperative arrangements with other entities, public or private, or join organizations as part of performing the functions of the school district; and

WHEREAS, MAISD and Spectrum Health desire to enter into an agreement whereby MAISD will engage Spectrum Health to provide certain professional medical services pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants as contained herein, the parties agree as follows:

1. Obligations of Spectrum Health:

- a) Appointment and Duties. MAISD hereby appoints Spectrum Health, through its employed and licensed nursing staff (individually and collectively, "School Nurse(s)"), to render professional medical services under the direction of MAISD ("Services"), at its Walnut Hills Campus and/or Cedar Crest Elementary in Montcalm County, Michigan (collectively, the "Site"), to MAISD students identified by MAISD, and according to care plans developed for such students and delivered to such School Nurses, as needed. MAISD shall obtain any necessary consent of each MAISD student patient, or his/her guardian if the student is a minor, as required by law or MAISD's Board Policy, so long as such policy does not conflict with applicable law. MAISD shall not have the right to direct School Nurse(s) to make or omit any act that conflicts with any such School Nurse's independent, professional judgment, experience or the terms of this Agreement. School Nurse(s) shall render Services in accordance with the applicable standard of care.
- b) Time Devoted to Services. School Nurse(s) shall perform Services for MAISD, for the duration of the school year, on Mondays, Wednesdays, and Fridays (school days only), during the hours of 8:30am – 1:00pm, unless otherwise mutually agreed by the parties. Spectrum Health will maintain time records in order to document Services actually provided, which will be provided to MAISD upon request.
- c) Reporting Relationship. For purposes of Services provided under the terms of this Agreement and the scheduling thereof, School Nurse(s) or designated leadership from Spectrum Health shall communicate and coordinate with MAISD leadership or an identified designee.
- d) Corporate Compliance. Spectrum Health has in place a Corporate Compliance Plan the goals of which are to ensure that all federal, state, local laws and regulations are followed, including a commitment to uphold a high standard of ethical and legal business practices and prevent misconduct. Through the implementation of this Agreement, both parties acknowledge each other's commitment to corporate compliance and agree to conduct all transactions which occur pursuant to this Agreement in accordance with the underlying philosophy and objectives adopted by Spectrum Health's Corporate Compliance Plan. Any compliance violations will be considered a breach of this Agreement. By signing this Agreement, each party represents and warrants that neither it nor its employees or agents involved in performance under this Agreement are, or have been, excluded from participation in any federally funded health program, including Medicare and Medicaid. Each party agrees to immediately notify the other of any threatened, proposed or actual exclusion of it or its employees or agents involved in performance under this Agreement from any federally funded health care program.

- e) HIPAA. In conjunction with each party's obligations under this Agreement, each party hereby agrees to comply in all material respects with the health information privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated thereunder ("HIPAA"), as well as all policies, procedures and practices of the other party relating to HIPAA privacy, confidentiality and security of patients' health information, to the extent not in conflict with the party's own written policies or procedures.
- f) Compliance with Laws, Bylaws and Other Requirements. All Services provided by Spectrum Health pursuant to this Agreement shall conform to, as now in effect and which may from time to time be amended or enacted: (i) all applicable federal, state, and local government laws, rules and regulations; and (ii) all rules, regulations, policies and standards of MAISD to the extent not judged by School Nurse(s) to be in conflict with Spectrum Health's own written policies or procedures.
- g) Billing Rights/Medical Records. It is acknowledged and agreed by the parties that no charge or fee will be provided or invoiced directly to any MAISD student by Spectrum Health or School Nurse(s). All medical records and other records generated pursuant to this Agreement are and will remain the joint property of Spectrum Health and MAISD, subject to applicable law, including but not limited to the Family Educational Rights & Privacy Act ("FERPA").
- h) Outcome Measurement, Evaluation, and Reporting. Spectrum Health will assist in outcome measurement and evaluation of MAISD's school health program. MAISD agrees to work collaboratively with Spectrum Health and its designated consultants to further that end. Data collected by MAISD or Spectrum Health and shared as part of the evaluation effort will comply with all applicable laws and regulations. MAISD will provide reports on outcome measurement to Spectrum Health as requested. Reports will include a summary of program activities.

The parties understand and agree that, to the extent permissible under law, data collected during evaluation of the program may be used by either party for internal research purposes only. When conducting such research with data collected from outcome measurements related to this Agreement, Spectrum Health will follow MAISD's policies and procedures. Dissemination of findings will be conducted as mutually agreed by the parties.

2. **Obligations of MAISD:**

- a) MAISD agrees to pay Spectrum Health an hourly rate of \$49.50 for Services rendered by a Licensed Practical Nurse or \$59.00 per hour for Services provided by a Registered Nurse pursuant to this Agreement. In addition, if MAISD requests that Spectrum Health provide a Registered Nurse Case Manager to develop a care plan, provide consultation, provide oversight of care provided by the School Nurse, or for the purpose of developing patient care plans, then MAISD will pay Spectrum Health at an hourly rate of \$80.00 for such services. In addition to the aforementioned compensation, MAISD will reimburse Spectrum Health for all actual and reasonable mileage expenses incurred by the School Nurse(s) and/or RN Case Manager to provide the Services at a MAISD location. Such mileage will be paid at the Spectrum Health then-published rate. Invoices for Services will be provided to MAISD on occasion and shall be payable within thirty (30) days from invoice date. In accepting each and every payment made by MAISD, Spectrum Health shall be certifying that the School Nurse(s) have provided Services pursuant to this Agreement.
- b) All pharmaceuticals, equipment and supplies required by School Nurse(s) to perform the Services identified in this Agreement will be provided by the MAISD student's parent at the request of MAISD, at such parent's sole cost and expense. Spectrum Health will provide Epipens and Albuteral for emergency use only, at Spectrum Health's sole cost and expense. MAISD will provide all first aid disposables and supplies, at MAISD's sole cost and expense.
- c) Organize activities, space, resources which support and facilitate the provision of Services.
- d) Advise Spectrum Health on trends and developments, which may impact the provision of Services.

3. **Term:**

- a) Term of Agreement. The term of this Agreement will begin on July 1, 2016 and will automatically end on June 30, 2017.
- b) Termination. This Agreement may also be terminated by any party with or without cause on thirty (30) days prior written notice to the other party.

4. **General Provisions:**

- a) MAISD and Spectrum Health shall agree to adhere to Spectrum Health's School Health Program Health Procedures related to each of the following:
 - i. AED
 - ii. Blood Borne Pathogen – Students
 - iii. Communicable Disease
 - iv. Health Service Delegation
 - v. Medical Emergency
 - vi. Medication
 - vii. Mandated Reporter for Child Maltreatment
- b) MAISD shall identify and make appropriate personnel available to be trained to administer medications, participate on MERT teams, provide first aid/CPR, care for ill children, follow care plans, prepare immunization reports and document services. Spectrum Health shall provide training and support to staff identified.
- c) MAISD and Spectrum Health shall make adjustments in staffing based on student acuity. The Acuity rating scales will be used to determine the individual student health needs. Amendments shall be made to the agreement if additional staff is needed. Spectrum Health shall make reasonable effort to meet additional staffing needs in a timely manner but reserves the right to refuse to add students to the caseload if no staff is available to meet increased acuity. If there is a disagreement that cannot be resolved either party may terminate the agreement.
- d) Relationship of Parties. In performing Services under this Agreement, it is expressly understood and agreed that Spectrum Health and School Nurse(s) are at all times acting as independent contractors and not as partners, joint venturers, employees, or agents of MAISD. Spectrum Health understands and agrees that MAISD will not withhold on behalf of Spectrum Health or any of its agents or employees any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body relating to Spectrum Health or its agents or employees. Such payments and withholdings are the sole responsibility of Spectrum Health and its employees and agents.
- e) Insurance. During the term of this Agreement, Spectrum Health, at its own expense, shall maintain (i) Worker's Compensation Insurance at statutory limits, (ii) Commercial General Liability Insurance of not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate, and (iii) Professional Liability Insurance of not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate covering Services provided hereunder. During the term of this Agreement, MAISD, at its sole expense, shall maintain Commercial General Liability Insurance of not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate covering the Site and services and activities involved or related to performance under this Agreement. Both parties shall provide the other evidence of the above coverages upon request and shall notify the other party upon any material reduction in scope or limits of coverage of any insurance required herein.
- f) Access to Books and Records. The parties agree to treat this Agreement as a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, and to make available to the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their duly authorized representatives, for a period of four (4) years after the latest furnishing of Services, access to the books, documents and records, and such other information as may be required by the Comptroller General or the Secretary of HHS to verify the nature and extent of the cost for Services provided by MAISD or Spectrum Health.
- g) Amendment. No amendment of this Agreement will be effective unless it is in writing and signed by the parties. All such amendments will be attached to this Agreement and will become a part of this Agreement.
- h) Assignment. Neither MAISD nor Spectrum Health may assign its rights and obligations under this Agreement unless the other party consents in writing to such an assignment.
- i) No Third Party Rights. This Agreement is intended solely for the mutual benefit of the parties to the Agreement. There is no intention, express or otherwise, to create any rights or interests for any party or person other than MAISD and Spectrum Health.
- j) Notices. Any notices required or permitted under the terms of this Agreement shall be in writing and shall be deemed to have been given if: (i) sent by certified or registered mail, return receipt requested, with adequate

postage; (ii) sent by means of an express delivery services if it obtains a receipt to confirm delivery; and/or (iii) sent by facsimile if such facsimile transmission permits confirmation to the facsimile number of the receiving party.

IF TO SPECTRUM HEALTH:

Spectrum Health Worth Services
Attn: Administrator, MC 33
1401 Cedar St NE
Grand Rapids, Michigan 49503

IF TO MAISD:

Montcalm Area Intermediate School District
Attn: Superintendent
621 New Street
Stanton, Michigan 48888

- k) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the Services and all prior discussion, agreements, and understandings related to these Services, whether verbal or in writing, are hereby superseded and replaced by this Agreement.
- l) Indemnification. Spectrum Health shall indemnify, defend and hold harmless MAISD, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including reasonable attorney's fees and reasonable expert witness fees arising in whole or in part out of the negligent acts or willful misconduct of Spectrum Health, its School Nurse(s), officers, directors, employees, successors, assigns, contractors or agents under this Agreement, except to the extent such claim, counter-claim, suit, debt, demand, action, judgment, lien, cost, expense, damage, and/or liability is arises in whole or in part out of the negligent acts or willful misconduct of MAISD or its Board of Education or its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns. The parties will notify each other by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding which is or appears to be related to Services performed pursuant to this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.
- m) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Michigan.
- n) Fingerprinting and Criminal Background Checks. Spectrum Health, its School Nurse(s) and all of its employees and agents providing Services for MAISD shall meet the requirements of the School Safety Initiative legislation. MAISD shall be responsible to provide and pay for the cost of Fingerprinting and Criminal Background checks for School Nurse(s) to fulfill legal requirements. The School Nurse(s) shall be required to consent to criminal background investigations and fingerprinting.

[remainder of page intentionally left blank – signatures to follow]

IN WITNESS WHEREOF, the parties have signed this Agreement on the date(s) set forth above.

**SPECTRUM HEALTH WORTH SERVICES
DBA SPECTRUM HEALTH NEURO REHABILITATION SERVICES:**

By: _____

Its: _____

Date:_____

MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT:

By: _____

Its: _____

Date:_____