

MEMORANDUM OF UNDERSTANDING

The Family Medical Center of Michigan, Inc. (FMC) and _____ (District) desire to collaborate to provide affordable and accessible behavioral health and tele-psychiatry services to District's students and families at a school based linked clinic. This Memorandum of Understanding serves to formalize a commitment by the District and FMC to provide comprehensive and integrated behavioral health and tele-psychiatry services to District students and families starting in the fall of the _____ school year.

1. THE DISTRICT AGREES TO:

- 1.1 Provide the facilities for the Clinic at _____
- 1.2 Provide utilities and other infrastructure for the Clinic, including electricity, heat, and water.
- 1.3 Provide maintenance and janitorial services for the Clinic.
- 1.4 Provide a District liaison for coordination of behavioral health-related services.
- 1.5 The District may assist in recruiting other service partners to provide services at the Clinic.
- 1.6 Act as member of a FMC School Based Health Service Advisory Team. The District understands that it is not a partner to the management and operations of the clinic itself.

2. FMC AGREES TO:

- 2.1 Provide behavioral health education, assessment, testing, therapy, tele-psychiatry, and referral services to District students and families, regardless of their ability to pay.
- 2.2 Be a medical partner for the Clinic to provide primary and preventative medical care and dental care services to District students and families, including a focus of providing physicals to Medicaid eligible or under or uninsured students.
- 2.3 FMC may additionally partner with other service providers for the provision of medical or behavioral health services beyond the scope of this agreement.
- 2.4 Provide for the financing for the Clinic as provided herein and as to operations funding and financing.
- 2.5 Provide clinical staff, which will include a Psychologist, Licensed Social Worker, Psychiatrist, and other support staff who are assigned to the Clinic. Staff may be bilingual or appropriate interpretation services will also be provided.
- 2.6 Coordinate the supervision of other employees provided by other service partners, which may include medical and/or dental professionals, as well as screening services.
- 2.7 Bill for Medicaid, any insurance affordability program, private insurance and sliding fee scale for uninsured or underinsured. No child will be turned away due to inability of payment.

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- 2.8 Oversee a fair, reasonable, and affordable fee schedule for services provided, including providing invoices for services in a timely manner and following healthcare industry accepted billing and collection policies.
- 2.9 Work with school staff to facilitate a coordinated referral system to the Clinic.
- 2.10 Operate Clinic based on mutually agreed upon days and hours
- 2.11 Work with other governmental and private non-profits, as appropriate to maintain industry privacy standards under the Health Insurance Portability and Accountability Act ("HIPAA") and the Family Educational Rights and Protection Act ("FERPA.")
- 2.12 Maintain separate HIPAA compliant patient files.
3. **CONFIDENTIALITY AND REGULATIONS.** The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state, and local governments, applicable to the performance of this Memorandum of Understanding, including HIPAA, FERPA, and the Michigan Mental Health Code (as applicable) related to confidentiality and consent procedures applicable to the Clinic.
4. **SERVICE AREA.** The Clinic serves District students, youth in the area, and their families. Employees may be served at the Clinic as time allows after District students and their families are served.
5. **RECORDS.** Student medical records will be the property of FMC, and maintained in the electronic health record for FMC. Records of the identity, diagnosis, prognosis, and treatment of an individual maintained in connection with the performance of a program, an approved service program, or an emergency medical service authorized or provided or assisted under this chapter are confidential and may be disclosed only for the purposes and under the circumstances authorized by section 262 or 263.
6. **HIRING AND SUPERVISION OF CLINIC EMPLOYEES.** Hiring of employees who will work directly in or for the Clinic is the responsibility of FMC employing that individual. Direct supervision of any employee working in or for the Clinic will also be the responsibility of FMC. Any healthcare staff of the Clinic working in the SBHC shall adhere to all Clinic policy and protocols with regard to behavioral and healthcare delivery and industry standards. It shall be the responsibility of FMC to employ professionally competent staff to work on behalf of FMC in the Clinic and Tele-psychiatry.
7. **TERM/TERMINATION.** The initial term of this Memorandum of Understanding shall be one (1) year, commencing on the date of execution below and renewal shall be calculated from the date the Clinic opens for student services. Except as otherwise provided herein, either party may terminate this Memorandum of Understanding at any time with or without cause upon at least sixty (60) days' prior written notice.
8. **INSURANCE AND LIABILITY.** Each partner agency is responsible for holding and maintaining adequate liability insurance to cover the services and duties provided to the Clinic. To the extent permitted by law FMC and the District shall indemnify the other for, and hold harmless from, any and all claims, demands, suits, judgments, proceedings and awards asserted by any student, family member or other third party for any personal injury, death, economic loss and/or property damage, and for any violation of any statutes, ordinance, directive, rule or regulation, arising from the provision of the Services and which are caused by the

acts/omissions of FMC and/or the District, its officers/directors, and its agents and/or employees or subcontractors performing the Services. This indemnification and hold harmless provision shall include reasonable attorneys' fees and litigation costs and expenses incurred by District in defending any such claim, demand, suit, proceeding or award. . Further, the District shall hold harmless FMC for any and all actions arising out of the or any causes of action arising as a result of the condition of the premises except for the intentional acts of FMC.

9. **COMMUNICATION AND INFORMATION SHARING.** FMC Board President and/or CEO and/or the Public Information Officer (PIO) at the District shall serve as the primary contact(s) for media requests for information about the Clinic. Both may request support from any other partner agency depending upon the particular circumstances.
 - 9.1. Grant information requests will be handled by the Clinic Administrator. Requests for site visits of the Clinic will also be coordinated by the Clinic Administrator. All partners will be provided with prior notice of any site visit.
 - 9.2. Any partner agency that receives notice of any legal action related to the Clinic will immediately provide notice of such action to FMC and the District.
10. **ALTERNATE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Memorandum of Understanding, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a mediator chosen by mutual consent of the parties, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Michigan. Such mediation shall be conducted within 60 days following either party's written request thereof. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the Monroe County District Court.
11. **INTEGRATION AND AMENDMENT.** This Memorandum of Understanding represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Memorandum of Understanding may be amended only by an instrument in writing signed by the parties.
12. **ASSIGNMENT.** This Memorandum of Understanding shall not be assigned or delegated except with the prior written consent of the parties.
13. **NO THIRD PARTY BENEFICIARIES.** None of the terms, conditions, or covenants set forth in this Memorandum of Understanding will give or allow any claim, benefit, or right of action by any third person not a party to this Memorandum of Understanding. Any person other than the parties to this Memorandum of Understanding who or which receive services or benefits under this Memorandum of Understanding will be only an incidental beneficiary.
14. **GOVERNING LAW.** This Memorandum of Understanding will be governed by the laws of the State of Michigan.

15. **SEVERABILITY.** If any provision of this Memorandum of Understanding is declared to be invalid, void, or unenforceable by a court of competent jurisdiction, such provision will be deemed to be severable, all other provisions of this Memorandum of Understanding will remain fully enforceable, and this Memorandum of Understanding will be interpreted in all respects as if such provision were omitted.
16. **LEGAL RELATIONSHIP OF PARTIES.** For all purposes, FMC is an independent contractor of District and not an employee. This Memorandum of Understanding shall not be deemed to create any partnership or joint venture or other enterprise between the parties or any employer-employee relationship. FMC shall be responsible for obtaining its own workers' compensation, medical, health, unemployment and other insurance and coverage as FMC deems necessary or as may be required by law. FMC is required to make appropriate filings with federal, state, and local taxing authorities to include income tax, social security, Medicare and other payments for itself and for its employees whose services are provided to the District in or for the Clinic under the terms of this Memorandum of Understanding, and the District is not responsible for such payments.
17. **STANDARD OF CONDUCT; LICENSING.** FMC warrants that the Services shall be provided and performed in a professional manner and in accordance with all applicable professional standards and accepted practices, and in conformity with all applicable federal, state, and local statutes, ordinances, standards, directives, rules and regulations. The Services shall be of comparable quality and meet the same requirements and standards as would be necessary if performed by the District. All personnel assigned by FMC to perform the Services shall, at all times during the provision of the Services shall hold the required licenses by the State of Michigan.
18. **NO EDUCATIONAL OR INSTRUCTIONAL SERVICES.** FMC shall not engage in any services other than those set forth herein, and shall not engage in the provision of any instructional or educational service to District's students which would require professional licensure by the Michigan Department of Education as a teacher.
19. **CRIMINAL BACKGROUND CHECK.** For purposes of background checks/investigations, FMC shall provide the District with the fingerprints of each individual employee/agent of the Center who will be performing the Services to the District pursuant to this Memorandum of Understanding. FMC warrants and represents to the District that it will screen its employees/agents who will be providing the Services to the District and that such employees/agents have not been "convicted" of any felony or misdemeanor (other than misdemeanor traffic offenses or infractions or misdemeanor infractions without further disclosure to the Clinic Advisory Team). For the purposes of this Memorandum of Agreement, the term "convicted" means a conviction by a jury or by a court and also includes the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony or misdemeanor, the payment of a fine, a plea of *nolo contendere*, or the imposition of a deferred or suspended sentence.
20. **PROFESSIONAL RELATIONSHIP WITH STUDENTS.** Notwithstanding any professional or ethical standards regarding confidentiality to the contrary, FMC acknowledges that the provision of the Services within a school environment often requires the disclosure on a "need to know" basis of certain information which may be obtained during a counseling session with a student.
21. **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS.** FMC shall not knowingly employ or contract with an illegal alien to perform work under this Memorandum of

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Understanding. FMC shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Memorandum of Understanding or (b) fails to certify to FMC that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this contract. Verification of employment status as in 22.1 shall be sufficient knowledge to Doctors Plus that a known violation of this subsection does not exist

22. 22.1 VERIFICATION REGARDING ILLEGAL ALIENS. FMC has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify program or the Michigan Department of Licensing and Regulatory Affairs, or reasonable industry standards.

22.2 LIMITATION REGARDING BASIC PILOT PROGRAM. FMC shall use either the E-Verify program or Department program procedures to undertake pre-employment screening of job applicants while performing this Memorandum of Understanding.

22.3 DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS. If FMC obtains actual knowledge that a subcontractor performing work under this Memorandum of Understanding knowingly employs or contracts with an illegal alien, FMC shall:

22.3.1 Notify the subcontractor and the District within three days that FMC has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,

22.3.2 Terminate the subcontract with the subcontractor if, within three days of receiving notice the subcontractor does not stop employing or contracting with the illegal alien. FMC shall not terminate the contract with the subcontractor if during the three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

SIGNATURE PAGE

DATED _____, 2020

_____ Schools

By: _____

Printed Name: _____

Title: _____

Family Medical Center of Michigan, Inc.

By: _____

Printed Name: _____

Title: _____

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