



AGENDA

St. Clair County Board of Commissioners Human Services Committee

MEETING WILL BE HELD REMOTELY VIA WEBEX

November 5, 2020 at 6:00 PM

Citizens who wish to address the Board can send their contact information and request to: citizens@stclaircounty.org OR leave a voice mail with contact information at: 810-989-6900 prior to 4:00 p.m. the day of the meeting.

Event Address: <https://stclaircounty.webex.com/stclaircounty/onstage/g.php?MTID=efb8afeb7ccf43e21cf9fd1fd836e1bc1>

Event Password: 2020

**Audio Conference: To receive a call back, provide your phone number when you join the event;
OR**

Call 1-408-418-9388 and Enter Access Code:132 139 4117

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- 1. Roll Call/Opening/Pledge of Allegiance**
 - 2. Additions/Deletions/Changes to the Agenda**
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. Health Department Agreement with Capac School District for Mental Health Services
 - B. Health Department Staff Development Day Closure
 - 8. Other Human Services Matters**
 - 9. Information Only**

10. Receive and File Packets

11. Adjournment

Committee Chair: Jorja Baldwin

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

Health Department Agreement with Capac School District for Mental Health Services

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo	10/28/2020	Cover Memo
📎	Agreement	10/28/2020	Backup Material



ST. CLAIR COUNTY HEALTH DEPARTMENT

Our Community. Our Environment.

3415 28th Street Port Huron MI 48060

ANNETTE MERCATANTE MD, MPH
MEDICAL HEALTH OFFICER

GREG BROWN
ADMINISTRATOR

ADVISORY BOARD OF HEALTH

MARIE J. MULLER
CHAIRPERSON

JOHN F. JONES
VICE CHAIRPERSON

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SECRETARY

MONICA STANDEL

CHERYL SMITH, R.N.

HOWARD HEIDEMANN
CO. COMMISSIONER

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MEMORANDUM

DATE: October 27, 2020
TO: St. Clair County Board of Commissioners
FROM: Greg Brown, Administrator
RE: SCCHD - Capac School District
Mental Health Agreement

Dear Commissioners:

St. Clair County Health Department is requesting approval to enter in to an agreement to provide mental health services for the Capac School District through funding from Michigan Department of Health and Human Services (MDHHS) Expanding Enhancing Emotional Health (E3) Program. The agreement is for Capac School District to provide an office space, including but not limited to, private room, desk space, computer/IT connection, phone, fax, and copying capability. St. Clair County Health Department (SCCHD) is to provide one full time social worker to provide mental health services to Capac students. Services may include the following components: treatment groups using evidence-based curricula and interventions; school staff training and professional development relevant to mental health; building level promotion, such as school climate initiatives, bullying prevention suicide prevention programs, etc., classroom education related to mental health topics case management to and partnerships with other private/public social service agencies. The agreement is for MDHHS (E3) to provide (SCCHD) \$100,000 annually, which will cover the cost of hiring a full time social worker. Should this agreement ever be terminated, (SCCHD) would remove this position from the manning table.



www.scchealth.co

/scchdmi | @scchdmi

ST. CLAIR COUNTY HEALTH DEPARTMENT / CAPAC SCHOOL DISTRICT
MENTAL HEALTH TREATMENT SITE AGREEMENT

This agreement is made by and between St. Clair County Health Department ("Sponsor"), and the Capac School District, a Michigan school district ("District").

WITNESSETH

WHEREAS, Sponsor is (a division of St. Clair County) operating a Mental Health Treatment Site ("Site") which is a mental health treatment site for persons aged five (05) through twenty-one (21); and

WHEREAS, Sponsor requires a site for said Site; and

WHEREAS, District has physical space for and is willing to provide space within its building(s) for said Site;

NOW, THEREFORE, in consideration of the mutual obligations and requirements set forth herein, the parties agree as follows:

ARTICLE 1. SITE

1.01 Space: District shall provide the Sponsor with a space approved in writing by the District School Board and District Administration, at no charge to the Sponsor, on Capac Junior/Senior High School property which shall be acceptable to the Sponsor, and within which Sponsor shall be permitted to establish and operate the Mental Health Treatment Site.

1.02 Utilities: District will provide heating, water and other utilities and custodial services, including but not limited to indoor and outdoor repairs and maintenance and snow removal, for the operation of the Site at no cost to the Sponsor.

1.03 Services: Sponsor will, at no cost to the District, establish, furnish, equip and operate the Site identified in Section 1.01 above at which the Sponsor shall provide mental health services. The Site shall provide mental health services a minimum of five days a week. Total provider clinical time shall be at least 37.5 hours per week. Services provided by the mental health provider are designed specifically for children and adolescents ages 5 through 21 years, and are aimed at achieving the best possible physical, intellectual, and emotional health status. The infants and young children of adolescents can also be served through this program. A minimum caseload of 50 clients will be maintained annually. In addition to maintaining a client caseload, the service delivery plan will be reflective of the needs of the school and may include the following components/services: treatment groups using evidence-based curricula and interventions; school staff training and professional development relevant to mental health; building level promotion, such as school climate initiatives, bullying prevention suicide prevention programs, etc., classroom education related to mental health topics case management to and partnerships with other private/public social service agencies.

The mental health services, provided by the program, shall not supplant existing school services. This program is not meant to replace current special education or general education related social work

activities provided by Capac School District. The services shall not include abortion counseling, services, or make referrals for abortion services.

1.04 Conformance with Law: Sponsor will ensure that the Site is operated and administered pursuant to all applicable Federal, State and local laws.

1.05 Staff: Sponsor will arrange for all personnel required to operate and administer the Site. Minimum personnel will include a mental health provider with a master's level degree in an appropriate discipline and shall be licensed to practice in Michigan. Clinical supervision will be available for all licensed providers that hold a limited license working towards full licensure, supervision must be in accordance to licensure laws/mandates and be provided by a fully licensed provider of the same degree. With a signed letter of agreement, the licensed supervisor will supervise the general mental health services provided to individuals, families, and groups. No personnel shall be considered to be employees of the District under this Agreement or in any other manner.

1.06 District Facilities: Sponsor and its employees, agents and sub-contractors involved in mental health services at the Site shall be entitled to utilize the District's designated parking areas and other common facilities necessary to access the Site. Any other use of District property shall be subject to District's consent.

1.07 Administrative: The District will provide written approval from the School Administration and Local School Board for the following items to be provided by the Sponsor:

- a) Parental consent policy
- b) Services rendered at the Site
- c) Location of services

ARTICLE II. INSURANCE AND INDEMNITY

2.01 Sponsor's Insurance Requirement: Sponsor will obtain and maintain at all times general liability for the Site and malpractice insurance (or self-insurance) in the amount of, at least, one million dollars (\$1,000,000) combined single limit on a claims made basis and reasonably acceptable to the District. Sponsor shall provide that commercial insurance may not be canceled without thirty (30) days before beginning operations for the Site. In addition, the Sponsor shall maintain fire and casualty insurance for its personal property maintained at the Center site.

2.02 District's Insurance Requirement: District shall maintain adequate liability, property, fire and casualty insurance (including vandalism and malicious mischief), for the building and common areas, with limits of liability no less than those required of Sponsor. District agrees to provide thirty (30) days advance written notice of any termination of said policies.

2.03 Waiver of Subrogation: Both parties waive any and all right of recovery against each other for any loss or damage caused by fire or any of the risks covered by standard fire and extended coverage, vandalism, and malicious mischief insurance policies.

2.04 Indemnification: District will save, indemnify, defend and hold harmless, Sponsor, its directors, officers, employees, agents and sub-contractors from any and all liability it may incur as a result of acts or omission of District, its directors, officers, employees, faculty members, agents and

sub-contractors. Further Sponsor will save, indemnify, defend and hold harmless, the District, its board members, directors, officers, employees, faculty members, agents, and sub-contractors from any and all liability it may incur as a result of acts or omissions of Sponsor, its directors, officers, employees, agents, and sub-contractors. For purposes of Section 2.04 "liability" shall include, but is not limited to claims, actions, causes of action, damages, judgments, losses, settlement amounts, costs and expenses including attorney's fees.

ARTICLE III. REPAIRS DUE TO CAUSALITY

If the Site is damaged or destroyed in whole or part by fire or other causality during the term of the Agreement, the District will repair and restore the same to good tenantable condition with reasonable dispatch. During this time, Sponsor may suspend its operation of the Site as it reasonably believes appropriate considering alternative space made available by District and the repairs necessitated by the causality.

ARTICLE IV. BILLING

Sponsor shall have the sole right to bill and collect for services provided through the Site. Sponsor will be responsible for all costs and expenses of operating and administering the Site.

ARTICLE V. TERM AND TERMINATION

This Agreement shall continue until either Sponsor or District terminate with or without cause upon thirty (30) days prior written notice to the other party, and immediately in the event grant funding for the Site is discontinued by Michigan Department of Health and Human Services.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.01 Successors and Assigns: The covenants, conditions, and agreements made and entered into hereto are declared binding on their respective heirs, successors, representatives and assigns. Neither party may assign this Agreement without the prior written consent of the other.

6.02 Taxes: District shall be responsible for and promptly pay all taxes, general or special assessment, governmental impositions, or charges of any kind with respect to the Center site, and same, in whole or part, shall be assessed to the Sponsor.

6.03 State Grant Name: The parties hereto acknowledge that St. Clair County Health Department (Capac E3 Program) is the name given to the Site.

6.04 Remedies Cumulative: Each and every right, remedy and benefit provided by this Agreement is cumulative, and is not exclusive of any other rights, remedies, benefits, or of any other rights, remedies and benefits allowed by law.

6.05 Waiver: One or more waivers of any covenant or condition by either party will not be construed as a waiver of a further or subsequent breach of the same covenant or condition.

6.06 Force Majeure: In the event that either party shall be delayed, hindered in or prevented from the performance of any act required thereunder by reasons of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots,

insurrection, the act, failure to act or default of the other party, war, or other reason or cause beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

6.07 Modification: This Agreement may be modified or amended only by a written agreement signed by both parties.

6.08 No Third Party Benefit: This Agreement is solely for the benefit of the parties hereto and their respective heirs, executors, administrators, personal representative, successors and assigns. This agreement is not intended to benefit or be a third party beneficiary contract with respect to any other party.

6.09 Governing Law: The laws of the State of Michigan will control in the construction and enforcement of this agreement.

6.10 Notice: Any notice, offer, demand or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or serviced for all purposes if delivered personally to the part to whom the same is directed, or if sent by registered or certified mail, postage and charges prepaid, addressed to the address of the party set forth above. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in any regularly maintained receptacle for the deposit of United States mail addressed as provided in the immediately preceding sequence. Either party may change its address for purposes of the Agreement by giving the other notice thereof in the manner hereinbefore provided for the giving of notice. Unless otherwise required by this Agreement, notices under this Agreement shall be directed to the following persons:

<p>"Sponsor" Annette M. Mercatante, M.D. MPH Medical Health Officer St. Clair County Health Department 3415 - 28th Street Port Huron, MI 48060</p>	<p>"District"</p>
<p>with copy to:</p>	<p>with copy to:</p>
<p>Karry Hepting SCC Administrator/Controller SCC County Building 200 Grand River Avenue Port Huron, MI 48060</p>	

6.11 Merger: This agreement represents the full and complete understanding of the parties there being no other agreements or understandings, written or oral, covering the subject matter of the Agreement.

6.12 Authority of Execute: The individual or officer signing this Agreement certifies by his/her signature that he/she is authorized to sign the Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties have signed this Agreement effective on the date first noted below.

Date

ST. CLAIR COUNTY HEALTH DEPARTMENT

By: _____
Its: Health Officer / Medical Director

10-27-2020
Date

CAPAC AREA SCHOOL DISTRICT

By: 
Its: Superintendent



ST. CLAIR COUNTY HEALTH DEPARTMENT

Our Community. Our Environment.

3415 28th Street Port Huron MI 48060

ANNETTE MERCATANTE MD MPH
MEDICAL HEALTH OFFICER

GREG BROWN
ADMINISTRATOR

ADVISORY BOARD OF HEALTH

MARIE J. MULLER
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SCOTT A MCPHILIMY DO
VICE CHAIRPERSON

JOHN F. JONES
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JON B. PARSONS

MONICA STANDEL

HOWARD HEIDEMANN
COUNTY COMMISSIONER

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WIC PROGRAM
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Memorandum

DATE: October 24, 2020
TO: Board of Commissioners
FROM: Greg Brown, Administrator
RE: Staff Development Day

Dear Commissioners,

For a number of years the Health Department has held a staff development day in December. This event includes the Board of Health and the entire Health Department staff. This event requires the department to close at noon on that day. I am requesting approval to close the Health Department at noon on December 11th, 2020 to allow for this event. We will notify our clients and take steps to minimize any inconvenience to the public.

If you have any questions or require more information please contact me.



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