AGREEMENT FOR OPERATION OF A  
STATE OF MICHIGAN DEPARTMENT OF PUBLIC HEALTH  
CHILD AND ADOLESCENT HEALTH CENTER

This Agreement is entered into between the Board of Education of the Grant Public Schools District (hereafter “Board of Education,” “Board” or “District”), a Michigan general powers school district, and Baldwin Family Health Care, Inc. (also referred to as the “Child and Adolescent Health Center”) to facilitate the implementation and operation of a State of Michigan Department of Public Health Child and Adolescent Health Center and will be effective for three years from the date the Board of Education approves this Agreement, unless terminated by either party with ninety (90) days written notice, with or without cause, or immediately in the event that funding for the Child and Adolescent Health Center is discontinued by the State of Michigan. Both parties must affirmatively approve in writing an extension of this Agreement beyond the three-year term.

I. PARTIES

A. Board of Education of the Grant Public School District, 148 S. Elder Street, Grant, Michigan 49327.

B. Baldwin Family Health Care, Inc., 1615 North Michigan Avenue, Baldwin, Michigan 49304.

II. ESTABLISHMENT OF LOCAL ADVISORY COMMITTEE

A. The Child and Adolescent Health Center shall establish a local advisory committee comprised of not more than 50% of health care providers. Parents/guardians shall comprise 1/3 of the committee. The Board will appoint up to three parents/guardians and will appoint up to three school/community representatives, one of whom will be a Board officer or the Superintendent.

1. A person who is employed (or the person's family members) by the Baldwin Family Health Care, Inc. shall not have voting privileges as a member of the local advisory committee.

2. The local advisory committee shall appoint a chairperson.

3. The local advisory committee shall operate in a manner consistent with all applicable federal, state, and local laws.

4. All local advisory committee meetings shall be open to the public with at least a one-week notice of the meeting date published in the local newspaper.

5. Reasonable procedural rules for conducting local advisory committee meetings shall be established. The District will post the meeting schedule and notices to the school district community. Communication methods may include, but are not limited to, any of the following: the District website, calendar, social media, text, email, and/or the school newspaper.
6. The local Advisory Committee is required to hold meetings at least quarterly throughout the calendar year. The Board will provide a slate of four meeting dates for the next calendar year. There will be at least one meeting date for the remainder of the 2023 calendar year. Members can participate remotely.

7. The Baldwin Family Health Care, Inc. shall submit a monthly report on or before the 15th of the following month to the Superintendent and the Board President summarizing, consistent with federal and state confidentiality medical and student records laws, the number of cases and medical services provided by the Child and Adolescent Health Center and reporting any changes in policy and/or operating procedures.

8. The Baldwin Family Health Care, Inc. shall have a representative summarize reports and answer questions at, at least, two Board meetings annually and at additional meetings upon advance written Board request.

III. LOCATION AND OPERATION OF THE CHILD AND ADOLESCENT HEALTH CENTER

A. The District shall provide space within the Grant Middle School, located at 96 E. 120th, Grant, Michigan 49327, for the operation of the Child and Adolescent Health Center. The space provided for the operation of the Child and Adolescent Health Center will be referenced throughout this Agreement as the “Center Site.”

B. The Board of Education will approve the location of all Center Site(s) on District property.

C. The District will administer a health survey to students enrolled in the school every three years, as required by the State Minimum Program Requirements. Any such survey will comply with the requirements of the Protection of Pupil Rights Amendment, 20 USC 1232(h).

The District will provide custodial services as well as heating, water, and other utilities for the operation of the Child and Adolescent Health Center at a monthly cost of $100.00, which can be paid through a third party. Payment will be due by the 15th of the following month and sent to the District’s business office.

D. Baldwin Family Health Care, Inc. will establish, furnish, equip, and operate a Child and Adolescent Health Center at the Center Site(s) approved by the Board of Education.

E. Baldwin Family Health Care, Inc. will ensure that the Child and Adolescent Health Center is operated and administered pursuant to all applicable federal, state, and local laws, including but not limited to:

1. Section 1507(7) of the Michigan School Code which provides that: “A person shall not dispense or otherwise distribute in a public school a family planning drug or device.” MCL 380.1507(7).
2. Section 166 of the Michigan State School Aid Act which imposes a 5% forfeiture penalty of a school district’s total state aid appropriation if a “school official, member of a board, or other person dispenses or otherwise distributes a family planning drug or device in a public school... [or] dispenses prescriptions for any family planning drug or makes referrals for abortions...” MCL 388.1766.

F. Baldwin Family Health Care, Inc. will be responsible for the billing and collection of all costs and expenses of operating and administering the Child and Adolescent Health Center.

G. If the Baldwin Family Health Care, Inc. desires to change or renovate the premises, then Baldwin Family Health Care, Inc shall be responsible for any and all costs related to such renovation, including but not limited to the costs for hiring an architect, advertising and bidding requirements of the project, permits/approvals/inspections/supervision related to the project, a general contractor/contractors, other labor, supplies, materials, equipment and furniture, the actual cost of construction, certificates of occupancy, etc. No renovations or modifications to the Premises shall be made without the prior written consent of the Board.

H. All alterations, additions, or improvements made to the Premises, except furniture, equipment and trade fixtures put in at the expense of the Baldwin Family Health Care, Inc., shall be the property of the District and shall remain upon and be surrendered with the Premises at the termination or expiration of this Agreement, except the Baldwin Family Health Care, Inc. shall remove all equipment, supplies, files, medical records, and any other personal property belonging to the Baldwin Family Health Care, Inc. from the Premises, if any, immediately upon termination or expiration of this Agreement.

I. Unless directly related to providing medical/mental health services, all wall decorations shall be approved by the Board President or delegee and by the Superintendent. The parties agree that the existing mural will be removed, and any damages related to the removal will be at the Baldwin Family Health Care, Inc.’s expense. Removal or other modification of the mural will occur before October 31, 2023. The Baldwin Family Health Care, Inc. may post Board policies and statutes relating to the Public Health Code and Michigan’s Civil Rights Act as well as other legally required notices.

J. The District will be responsible for providing security. The exterior entrance will be locked at all times, and persons entering at this location will be granted access by Baldwin Family Health Care, Inc. The interior entrance from the Middle School will have a double lock. The District will provide a photo identification card for each Child and Adolescent Health Center employee to access the Premises. Unless express permission is given or except in the case of emergency, access by Child and Adolescent Health Center employees into the school building(s) other than the Child and Adolescent Health Center outside of school hours is prohibited.
K. Baldwin Family Health Care, Inc. shall fully comply with all applicable Board/district policies and bylaws.

L. Baldwin Family Health Care, Inc.’s patients and visitors, except for enrolled students of the building that are returning back to class, are not authorized to enter the school building from the Child and Adolescent Health Center. If such a person has the desire to do so, then that person must enter through the front doors of the school building to ensure proper safety protocol is followed.

IV. BUSINESS RELATIONSHIP REPRESENTATIONS

In performance of the Services to be rendered pursuant to this Agreement, it is mutually understood and agreed that each Party will be and is at all times acting and performing as an independent contractor and nothing in this Agreement will create or imply an agency, joint venture or partnership between/among the Parties. Neither Party shall, at any time, be deemed an employee of the other Party. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or in any other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein. Neither BALDWIN FAMILY HEALTH CARE, INC. nor its Child and Adolescent Health Center staff, employees, agents, or contractors shall be entitled to participate in any plans, arrangements, or distributions of the District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, vision, dental, life or disability insurance plans. BALDWIN FAMILY HEALTH CARE, INC., including its employees, agents and contractors, are not performing Services for the District; however, BALDWIN FAMILY HEALTH CARE, INC. is directly performing Services for students at the District in need of health services. The District is not liable for any fees, charges or loss of pension or other retirement benefits under the Michigan Public School Employees’ Retirement System (“MPSERS”) attributable to BALDWIN FAMILY HEALTH CARE, INC., or its employees, agents or contractors, and BALDWIN FAMILY HEALTH CARE, INC. agrees to reimburse the District for any fees, expenses or charges related to the same.

BALDWIN FAMILY HEALTH CARE, INC. shall be wholly responsible for paying all its own taxes, including Federal and State Income Taxes, FICA, FUTA, Worker’s Compensation, Unemployment and Single Business taxes to the extent that any or all of the foregoing are applicable. BALDWIN FAMILY HEALTH CARE, INC. shall indemnify, defend and hold harmless the District from and against any and all claims by any taxing authority, for any taxes, interest or penalties relating to BALDWIN FAMILY HEALTH CARE, INC. or its Child and Adolescent Health Center staff, employees, agents and contractors, if any. BALDWIN FAMILY HEALTH CARE, INC. shall defend, indemnify and hold harmless the District from and against any claim for workmen’s compensation brought by or an account of BALDWIN FAMILY HEALTH CARE, INC. or any of its Child and Adolescent Health Center staff, employees, agents or contractors.

V. SERVICES PROVIDED BY THE CHILD AND ADOLESCENT HEALTH CENTER

A. The Child and Adolescent Health Center will provide primary health care services for its targeted population of persons who reside within the District’s geographical
boundaries, aged five (5) through twenty-one (21) and their children or up to age twenty-six (26) if persons are receiving services by the school because of special needs. Services will also include health education and prevention.

B. The type of health education and prevention services rendered, including specific requirements and implementation, shall be identified and recommended by the local advisory committee and approved by Baldwin Family Health Care, Inc. and the Board of Education.

C. Mental health services will include assessments, individual counseling, group and family counseling, crisis intervention, advocacy for clients, case management and referrals to appropriate mental health agency or provider, if necessary.

D. The Child and Adolescent Health Center must establish a fee schedule that is not a barrier to health care for adolescents. Services must not be denied solely because of inability to pay.

E. The Child and Adolescent Health Center must be an approved EPSDT Medicaid screening site by the end of the first six months of clinical operation, and screening services shall be made available to meet the needs of the eligible population.

F. The Child and Adolescent Health Center must establish a process for billing which does not breach confidentiality.

G. A participating student’s medical records shall not be released to anyone other than the student or his/her parent/legal guardian, and then only at their request. Prior written consent from the student (if age 18 or an emancipated minor) or the student’s parent/legal guardian must be obtained for the release of such records to any other person as pursuant to Baldwin Family Health Care policy, state law, and HIPPA guidelines.

H. All Child and Adolescent Health Center policy statements regarding services that are provided at the Child and Adolescent Health Center will be sent to members of the local advisory committee, the Superintendent and to the Board President.

VI. STAFF REQUIREMENTS

A. Baldwin Family Health Care, Inc. will arrange for the hiring, training, and supervision of all its personnel required to operate and administer the Child and Adolescent Health Center. The Board/District reserves the right to demand the removal of any Child and Adolescent Health Center employee for violation of this Agreement, for violation of applicable Board policies and bylaws or for acts of misconduct. A request for removal must be promptly complied with, but no later than five (5) business days. If after an investigation by the Baldwin Family Health Care, Inc. the charges are disproved, then the employee can be reinstated.

B. The Child and Adolescent Health Center must have a licensed physician as a medical director who supervises the medical services provided. Appropriate clinical
staff must follow all written standing orders and clinical procedures approved by the medical director.

C. The Child and Adolescent Health Center will be staffed by at least one nurse practitioner or physician assistant for a minimum of 30 hours per week, five days a week.

D. The Child and Adolescent Health Center will be staffed by least one full time Behavioral Health Therapist.

D. All personnel of the Child and Adolescent Health Center are the sole volunteers, agents and/or employees of Baldwin Family Health Care, Inc. and are in no way to be construed as volunteers, agents, or employees of the District.

E. As a condition of their employment or agency relationship with Baldwin Family Health Care, Inc., all personnel associated with the Child and Adolescent Health Center will be required to sign a written statement which acknowledges that they:

1. Have received training relative to all applicable federal, state, and local laws, as well as the policies and agreements of Baldwin Family Health Care, Inc. regarding the scope and limitation of services which may be provided at the Child and Adolescent Health Center.

2. Agree to always abide by all applicable federal, state, and local laws, as well as the policies and agreements of Baldwin Family Health Care, Inc.

VII. HOURS OF OPERATION FOR THE CHILD AND ADOLESCENT HEALTH CENTER

A. The Child and Adolescent Health Center will provide clinical services a minimum of five days a week, for at least 30 hours per week.

B. The Child and Adolescent Health Center shall be open during the following days and hours, which are accessible to its target population:

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<thead>
<tr>
<th>Day</th>
<th>Hours</th>
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<tbody>
<tr>
<td>Monday</td>
<td>7:30 a.m. to 4:00 p.m.</td>
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<tr>
<td>Tuesday</td>
<td>7:30 a.m. to 4:00 p.m.</td>
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<tr>
<td>Wednesday</td>
<td>7:30 a.m. to 4:00 p.m.</td>
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<tr>
<td>Thursday</td>
<td>7:30 a.m. to 4:00 p.m.</td>
</tr>
<tr>
<td>Friday</td>
<td>7:30 a.m. to 4:00 p.m.</td>
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C. The Child and Adolescent Health Center may adjust its schedule to start later and stay open into the evening. This would occur when the school has evening events and/or meetings, open houses, parent/teacher conferences, etc. The Child and Adolescent Health Center may also make this adjustment in the summer one day a week to be able to have accessibility for parents and working students.

D. The Child and Adolescent Health Center services are to be delivered when school is not in session ("Not in session" refers to times of the year when schools are closed for extended periods, such as Christmas and Spring breaks, and summer vacation).
VIII. PARENTAL CONSENT

A. A written Parental Consent Form must be on file for each student who is treated or counseled at the Child and Adolescent Health Center except for confidential services as directed by state law or for medical and/or mental health emergencies. Students without a consent form signed by the parent/guardian on file will not be seen, except for a student’s first visit to the Child and Adolescent Health Center, when staff will telephone parent/guardian for verbal consent on a one-time-only basis. Other exceptions according to Michigan law are:

1. A medical emergency threatening life or limb.
3. Referrals for substance abuse (MCCA 333.6121).
4. Prenatal pregnancy-related health care (MCLA 333.9132).
5. Sexually Transmitted Infection (STI) information and treatment (MCCA 333.5257).
6. Emancipated Minor (MCCA 772.4).
7. HIV counseling and testing.
8. For minors 14 and older – mental health services.

Notwithstanding, the Child and Adolescent Health Center will first attempt to gain the student’s permission to contact their parent/guardian before performing services related to these exceptions.

B. No minor student will be released during school hours to go to the Child and Adolescent Health Center without such parental consent, except for confidential services as directed by state law or medical and/or mental health emergencies.

C. Baldwin Family Health Care, Inc. will submit a written policy on parental consent to the Board of Education for approval. This policy will require that parental consent be specific as to the type of services(s) rendered, with procedures to verify the authenticity of the written consent provided by the student’s parent/legal guardian.

D. All staff members of the Child and Adolescent Health Center are to encourage student communications with parent/legal guardians regarding health care.

E. Consistent with state laws regarding patient consent and parental consent, an after-care summary will be sent electronically or in hard copy to the parent/legal guardian
within two business days of the visit detailing the specific or type of services(s) rendered and/or requested.

IX. INSURANCE AND INDEMNIFICATION

A. Baldwin Family Health Care, Inc. is to obtain and maintain at all times general liability insurance in an amount of at least one million dollars ($1,000,000.00) per occurrence combined single limit on a claims-made basis, with a minimum of two million ($2,000,000.00) aggregate for the purpose of covering any and all potential liability arising from any cause whatsoever in the operation of the Child and Adolescent Health Center.

B. Baldwin Family Health Care, Inc. will list Grant Public Schools as an additional insured on its professional liability coverage for claims made against the District for all negligent acts of employees of Baldwin Family Health Care, Inc. relative to the operation of the Child and Adolescent Health Center. A certificate of insurance to that effect shall be annually provided to the District.

C. Baldwin Family Health Care, Inc. shall not cancel the insurance without thirty (30) days prior written notice to the District.

D. Baldwin Family Health Care, Inc. will provide evidence that such insurance is in place at least thirty (30) days before beginning operations for the Child and Adolescent Health Center.

E. Baldwin Family Health Care, Inc. shall maintain fire and casualty insurance for its own personal property maintained at the Child and Adolescent Health Center Site(s).

F. Each party is responsible for the acts/conduct of its employees, officers, agents and volunteers.

G. Baldwin Family Health Care Inc. shall indemnify, defend and hold harmless, the District, its Board of Education, its Board members, in their official and individual capacities, its administrators, employees, agents, contractors, students, successors and assigns from and against any and all claims, losses, liabilities, damages, injuries, costs and expenses (including and without limitation all interest and penalties accruing thereon and all attorneys’ fees) resulting from or arising out of: (1) any breach by Baldwin Family Health Care, Inc. of any of the terms, conditions or its obligations under this Agreement and (2) any negligent acts, omissions or willful misconduct by Baldwin Family Health Care Inc. in connection with its role, services, obligations and/or responsibilities under this Agreement. This indemnification provision shall survive the expiration or termination of this Agreement.

To the extent permitted by Michigan law, the District shall indemnify, defend and hold harmless, Baldwin Family Health Care, Inc., its administrators, employees, agents, successors and assigns from and against any and all claims, losses, liabilities, damages, injuries, costs and expenses (including and without limitation
all interest and penalties accruing thereon and all attorneys’ fees) resulting from or arising out of: (1) any breach by the District of any of the terms, conditions or its obligations under this Agreement and (2) any negligent acts, omissions or willful misconduct by the District in connection with its role, services, obligations and/or responsibilities under this Agreement. This indemnification provision shall survive the expiration or termination of this Agreement.

X. **REPAIRS OF CENTER SITE(S) DUE TO CASUALTY**

A. If a Center Site is damaged or destroyed in whole or part by theft, vandalism, fire or other casualty during the term of this Agreement, the District will repair and restore the same to good tenantable condition with reasonable dispatch. During this time, Baldwin Family Health Care, Inc. may suspend its operation of the Child and Adolescent Health Center as it reasonably believes appropriate, considering alternative space made available by the District and the repairs necessitated by the casualty.

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

XI. **BACKGROUND CHECKS**

BALDWIN FAMILY HEALTH CARE, INC. acknowledges and agrees that unless the District notifies BALDWIN FAMILY HEALTH CARE, INC. that BALDWIN FAMILY HEALTH CARE, INC. is not subject to the provisions of Michigan Public Act 680 of 2006, as amended, BALDWIN FAMILY HEALTH CARE, INC. shall have any and all of its employees who will be in the School and Premises regularly and continuously to perform the Services contemplated by this Agreement, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 680 of 2006, as amended, prior to commencing any Services under this Agreement by presenting themselves, or any of its employees for proper fingerprinting and criminal backgrounds checks, as directed by the District, or provide written notification to the District that the employee has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an “Agency”) and consent to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. Additionally, unless notified it is not subject to Michigan Public Act 680 of 2006, as amended, BALDWIN FAMILY HEALTH CARE, INC. represents and warrants to the District that BALDWIN FAMILY HEALTH CARE, INC. will at all times during the Term of this MOU be in compliance with the provisions of Michigan Public Act 680 of 2006, as amended, including, but not limited to, reporting to the District within three (3) business days of when any of its employees who will regularly and continuously be in the School and Premises to perform the Services contemplated by this MOU, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the District if that person is subsequently convicted, plead guilty or plead no contest to
that crime. BALDWIN FAMILY HEALTH CARE, INC. shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. BALDWIN FAMILY HEALTH CARE, INC. shall supply all necessary data and information, as requested by the District, to enable the District to comply with school safety laws and fingerprinting and background checks.

XII. MISCELLANEOUS PROVISIONS

A. **Force Majeure.** In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental 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, the 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 the period equivalent to the period of such delay.

B. **Governing Law.** The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

C. **Notice.** Unless otherwise required by this Agreement, any notice, offer, demand or communication required and permitted to be given under the provision of the Agreement or requirement under federal, state or local laws shall be deemed to have been sufficiently given or serviced for all purposes if delivered personally to the party 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 the Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in a regularly maintained receptacle for the deposit of United State mail, addressed as provided in the immediately preceding sentence. Either party may change its address for purpose of the Agreement by giving the other notice thereof in the manner hereinafter provided of the giving of notice. Unless otherwise required by this Agreement, notices under this Agreement shall be directed to the following:

Superintendent of Schools  
GRANT PUBLIC SCHOOLS  
148 S. Elder Street  
Grant, Michigan 49327  

President and Chief Executive Officer  
BALDWIN FAMILY HEALTH CARE, INC.  
1615 Michigan Avenue  
Baldwin, Michigan 49304

D. **Merger.** This Agreement represents the full and complete understanding of the parties and supersedes any other agreements or understanding of the parties, whether written or oral, covering the same subject matter of this Agreement.
E. Modification. This Agreement may be modified or amended only by a written agreement signed by both parties.

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

G. Authority to 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 noted below.

GRANT PUBLIC SCHOOLS

Dated: Sept 11, 2023

By: 

Brett Zuver
Superintendent of Schools

Dated: Sept 11, 2023

By: 

Danette Obenauf
Board of Education Secretary

Baldwin Family Health Care, Inc.

Dated: September 11, 2023

By: 

Julie Tatko
President and Chief Executive Officer