

**Enclosure: VI.E.**

**THE GROSSE POINTE PUBLIC SCHOOL SYSTEM  
Grosse Pointe Woods, Michigan  
November 14, 2022**

**AGENDA NUMBER & TITLE: VI.E.**

**Approval of Beaumont Interagency  
Agreement**

**BACKGROUND INFORMATION:**

In May 2022 we received notification that we were awarded a grant from the Michigan Department of Health and Human Services for a Child and Adolescent Health Clinic. The grant application was submitted in collaboration with Beaumont. The clinic will be located at Grosse Pointe North High School, operated by Oakwood Healthcare, Inc. (Beaumont).

Enclosed for your review and consideration is the Interagency Agreement that outlines the terms of our partnership to operate the Beaumont Teen Health Center – Grosse Pointe North HS (BTCH-GPN) clinic. Jeff Cook, Sr. Director, Community Health & Health Equity with Beaumont will attend our meeting to answer your questions regarding this agreement.

**REQUEST:**

The Board of Education approve Interagency Agreement between Grosse Pointe Public Schools and Oakwood Healthcare, Inc. as presented.

Amanda M. Matheson  
Deputy Superintendent for Business Operations

Interagency Agreement  
Between  
Grosse Pointe Public Schools and Oakwood Healthcare Inc.

The Interagency Agreement (IA) is entered into by and between **Grosse Pointe Public Schools**, a Michigan general powers school district, whose address is 20601 Morningside, Grosse Pointe Woods, MI 48236 (GPPS) and **Oakwood Healthcare, Inc.**, a Michigan nonprofit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (OHI) and Beaumont Teen Health Center-Grosse Pointe North HS (BTHC-GPN or the "Center"). The purpose of this IA is to identify roles, responsibilities and expectations of the GPPS and OHI and the Center and the written Approval by the school administration and school board for the items outlined in this Agreement.

In accordance with the terms and conditions of this IA, GPPS engages the Center to provide the personnel to provide the education and program services as outlined in the grant applications and the terms and conditions of this IA. The Center will be held at Grosse Pointe North High School.

**Term and Termination:** This IA shall be in effect from June 1, 2022 through December 31, 2027. The Parties may extend this IA for successive one (1) year terms upon written agreement. Either party may cause the earlier termination of this IA for any reason by providing thirty (30) days prior written notice to the other party. This IA may be terminated immediately at the request of the Center or OHI in the event that funding for the Center is discontinued by the State of Michigan. If OHI or the Center default on any obligations, performances, and/or duties imposed by this IA, and in addition to any other remedy GPPS may have, this IA may be immediately terminated by the GPPS.

**I. Beaumont Teen Health Center-GPN Duties:**

**A. Staffing:**

1. BTHC-GPN shall provide a range of health and support services that meet recognized standards of care and treatment for children and/or adolescent. The Center shall provide clinical, including mental health counseling, services 5 days a week. OHI shall designate a licensed physician to serve as the Medical Director who supervises the medical services provided at the Center and approves all clinical protocols. A Beaumont Health Nurse Practitioner ("BH-NP" or "NP") will work under the general supervision of the Medical Director during all hours of the Center operations. OHI shall have the sole right to bill and collect for services provided at or through the Center. Except as specifically provided herein, OHI shall be responsible for all costs and expenses of operating and administering the clinic.
2. Provide one 40 hour per week Licensed Master's level Social Worker at Beaumont Teen Health Center-GPN. Mental health services provided shall fall within the scope of practice of the licensed Social Worker and shall meet the current, recognized standards of mental health practice for care and treatment of children/adolescents. The specific services provided shall be determined through a local needs' assessment process in conjunction with GPPS and the specific services must be agreed upon in writing by the parties. Services may include: screening and assessments, short-term individual and/or family therapy, crisis intervention, therapeutic groups, prevention education, and case management.
3. Provide a Michigan-licensed physician as a Medical Director who supervises the medical services provided to students. Written standing orders and protocols approved by the Medical Director shall be available for use as needed.

4. The Center acknowledges and agrees that in accordance with Michigan Public Act 84 of 2006, as amended, the Center shall be required to have all on-site personnel such as NPs, nurses, social workers, as well as any and all of its agents, employees or representatives who will regularly and continuously be on any GPPS premises to carry out the services contemplated by this IA, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this IA. These criminal background checks must be completed through GPPS by having all applicable Center personnel present themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by GPPS, or if permitted by law, having said Center personnel provide written notification to GPPS that said individual has previously completed fingerprinting and a criminal history and background check as a Center employee or agent in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and indicating that the individual consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If such transfer is not permissible under applicable law, the Center acknowledges and agrees that the Center personnel will be required to undergo the full fingerprinting and background check process. If the Center wish to receive a copy of any report that may be provided to the Center under applicable law, it shall have the Center employee provide written consent to GPPS acknowledging its consent to provide the Center with a copy of the report at the time fingerprinting and background checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Center represent and warrant to GPPS that they will at all times during the Term of this IA be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, requiring all their personnel to report to GPPS within three (3) business days of when any of its agents, employees or representatives who will regularly and continuously be on the GPPS's premises to carry out the services contemplated by this IA, 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 GPPS if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Center shall indemnify, defend and hold GPPS, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys' fees and actual expert witness fees, arising out of or in connection with any violation of, or the Center (or their employees' or agents') failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Center shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Center shall supply all necessary data and information, as requested by GPPS, to enable GPPS to properly submit The Center and their employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel." The Center acknowledge and agree that all background checks must be completed through GPPS and GPPS will not accept any background checks conducted through The Center.

**B. SERVICES.** The following health services are required (\*or recommended) as part of the Child and Adolescent Health Center and Teen Health Center service delivery plan: Services will be offered to students attending the GPSD, youth of the target population who reside in the Grosse Pointe and Harper Woods communities.

1. PRIMARY CARE SERVICES:

- a. Well child care
- b. EPSDT screenings and exams
- c. Comprehensive physical exams
- d. Risk assessment/other screening
- e. Laboratory services:
  - 1. CLIA Waived testing
  - 2. Specimen collection for outside lab testing
- f. \*Other diagnostic, screening and/or preventive services
  - 1. Hearing and vision screening
  - 2. Tympanometry
  - 3. Preventive oral applications
  - 4. Spirometry
  - 5. Pulse oximetry
  - 6. Telehealth capabilities
  - 7. Office microscopy
- g. MENTAL HEALTH SERVICES: Mental Health services provided by a Master’s level mental health provider.
- h. ILLNESS/INJURY CARE:
  - 1. Minor injury assessment/treatment and follow up
  - 2. Acute illness assessment/ treatment and follow up &/or referral
- i. CHRONIC CONDITIONS CARE:
  - 1. Includes assessment, diagnosis and treatment of a new condition
  - 2. Maintenance of existing conditions based on need, collaborations with PCP/specialist or client/parental request
  - 3. Chronic conditions may include: asthma, diabetes, sickle cell, hypertension, obesity, metabolic syndrome, depression, allergy, skin conditions or other specific to a population
- j. IMMUNIZATIONS:
  - 1. Screening and assessment utilizing the MCIR and other data
  - 2. Complete range of immunizations for the target population utilizing Vaccine for Children and private stock
  - 3. Administration of immunizations
  - 4. Appropriate protocols, equipment, medication to handle vaccine reactions
- k. HEALTH EDUCATION STI & HIV EDUCATION, COUNSELING, & VOLUNTARY TESTING:
  - 1. Education appropriate for age, other demographics of the target population, and needs assessment data
  - 2. Risk assessment, historical and physical assessment data informs individualized care
  - 3. CAHC-trained HIV counselor/tester is on site
  - 4. Testing for and treatment of STI and testing and referral for HIV treatment is on site
- l. “CONFIDENTIAL SERVICES” AS DEFINED BY MICHIGAN AND/OR FEDERAL LAW: Confidential services are those services that may be obtained by minors without parental consent. Confidential services include:
  - 1. mental health counseling
  - 2. pregnancy testing & services

3. STI/HIV testing and treatment
  4. substance use disorder counseling and treatment
  5. family planning (excluding contraceptive prescription/distribution on school property)
- m. REFERRALSERVICES: Referrals, as necessary, to Primary Care Providers, specialists, dental services, community agencies, etc.

**C. Additional Services and Obligations**

1. OHI shall provide, on behalf of the Center, liability insurance coverage, consistent with industry standards, and at a minimum in accordance with provisions of this IA. Such liability insurance may be provided through self-insurance for the B-NP and Social Worker, as well as any other Center employees, contractors, or volunteers acting in the scope of their role in the Center. OHI shall provide medical malpractice/professional liability insurance for the B-NP and Social Worker and other Center or OHI employees or contracted personnel who perform the services with minimum limits of \$1,000,000 per occurrence and \$3,000,000.00 in annual aggregate. Such coverage may be provided by OHI through self-insurance. Such professional liability insurance shall provide coverage for incidents, claims and suits arising from services performed pursuant to this IA and reported during the term or subsequent renewal terms of this IA, as well as those incidents, claims and suits arising from such activities but reported after expiration of the term or each renewal term of this IA.
2. The Center shall provide the programming and administrative services and oversight to operate the Clinical and mental health Programs to ensure program and funder compliance and reporting. Grant will be given to OHI for the GPPS site. No direct award of funds will be given to GPPS under terms of this grant unless otherwise determined by a separate agreement. The Center and GPPS acknowledge that services shall be provided in accordance with any applicable terms of the grant.
3. The Center shall complete and submit the Michigan Department of Health and Human Services (MDHHS) CAHC and ~~E3~~ Grant and reports to the grant funder, with discussion and input from the GPPS school staff.
4. All patient records will be property of OHI and subject to all federal protections, including those of HIPAA and HITECH, as applicable.
5. BEAUMONT TEEN HEALTH CENTER-GPN will dispose properly of any medical waste generated by BTHC-GPN activities.
6. The Center shall furnish, equip, and otherwise operate the Center, at no cost to GPPS.
7. The Center will ensure that the Center is operated and administered pursuant to all applicable federal, state and local laws, but not limited to MCLA 380.1507(6) which provides "A person shall not dispense or otherwise distribute in a public school a family planning drug or device." In the event that any negligent act or intentional wrongdoing by the Center or by any person or persons working for or in connection with the Center results in a financial loss to the District under this section, the Center will reimburse the District for any such loss, up to the sum of \$50,000, immediately upon District's submission of a documented and verified proof of loss and demand by the District.
8. A crisis response plan and communication plan between the Center, GPPS and Grosse Pointe North High School will exist.

These services 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 school districts.

**II. Grosse Pointe Public Schools. Duties (GPPS):**

**A. Services**

1. GPPS will be responsible for maintaining adequate general liability, property, fire and casualty insurance (including vandalism, and malicious mischief) for the building and common areas in which the Center premises are located.
2. GPPS shall provide space free of charge to operate the Center (including two (2) exam rooms for the NP to perform private duties), which shall include a sink and bathroom (school must have a handicap assessable bathroom available in the Center), a room for the social worker to perform private visits and counseling, a waiting room/area with adequate space for students and families who are waiting to see the NP and/or social worker, adequate locked secured storage for supplies, equipment, and client records.–The physical facility must be barrier-free, clean and safe. GPPS 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 Center at no cost to the Center. The Center acknowledge that they have examined their respective designated Center premises prior to entering into this IA and knows the condition thereof. The Center further acknowledges that no representation as to the condition or state of repairs thereof have been made by GPPS or its agents which are not herein expressed. The Center hereby accept the designated Center Premises in its present “AS IS” condition as of the date of this IA. Any alterations will be at the Center sole expense and will require the prior written approval of GPPS, which shall not be unreasonably withheld. During this IA term, OHI shall have the exclusive use and occupy the Center premises for the sole purpose of operating the Center and for no other purpose without the prior written consent of GPPS.
3. The Center and their employees and contractors involved in the services at the Center site shall be entitled to utilize the GPPS’s designated parking areas and other common facilities as necessary to access the Center premises. The Center shall not make any alterations, additions, or improvements to the premises without GPPS’s prior written consent, which shall not be unreasonably withheld. All alterations, additions or improvements made by either party hereto upon the Center premises, except furniture, equipment and trade fixtures put in at the expense of the Center, shall be the property of the GPPS and shall remain upon and be surrendered with the designated Center premises at the termination of this IA. GPPS shall have the right to enter upon the Center premises at all reasonable hours for the purpose of inspecting and for such purpose shall have a key. The Center will keep the designated Center premises in as good repair as of the commencement of this IA, and at the expiration of said term, yield and deliver up the same in like condition as when taken, reasonable use, wear and damage by the elements excepted.
4. Provide paper used to make on-site copies and use of a copying machine. GPPS will also provide custodial services to clean facility (other than disposal of medical waste) including provision of toilet paper, paper towel and cleaning supplies. Proper maintenance of facility and utilities will also be provided by GPPS.
5. GPPS will provide the Center staff keys and access cards to the building during hours of operation.

**III. Mutual Interagency Agreement:**

1. The Center shall develop a plan, in conjunction with appropriate school administration and personnel, to provide training and professional development to teachers and school staff in areas relevant to the Center and school-specific needs.

2. The Center **shall not** provide abortion counseling, abortion services, or make referral for abortion services.
3. The Center **shall not** prescribe, dispense or otherwise distribute family planning drugs and/or devices on or off school property.
4. The Center shall provide Medicaid outreach services to eligible youth and families.
5. OHI, BTHC-GPN and GPPS acknowledge that services shall be subject to privacy and security requirements of Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinic Health Act (HITECH), as well as other legal and regulatory confidentiality restrictions. To the extent applicable, both parties shall comply with all federal and state laws and regulations governing the privacy and security of health information, including without limitation, the HIPAA, HITECH, and their related regulations, and shall remain in compliance with these laws and regulations to the extent applicable, as they may be amended from time to time and, if applicable, shall execute whatever further agreements that may be required by the regulations, including, but not limited to, the Business Associate Addendum attached hereto as Exhibit A.
6. In performance of the services to be rendered pursuant to this IA, it is mutually understood and agreed that each party will be, and is at all times is acting and performing as, an independent contractor and nothing in this IA will create or imply an agency, joint venture, or partnership between/among the parties. Neither party, nor any person providing services on behalf of such party, is authorized to make any contract, agreement, warranty or representation, or otherwise obligate the other party in any manner whatsoever.
7. GPPS and OHI/BTHC-GPN agree not to recruit, either directly or indirectly, the other party's employees associated with the delivery of services/products covered by this IA during the term of this IA and for one (1) year after termination, without the other party's prior written consent; provided, however, that a party shall not be considered to have breached its obligations under this provision as a result of engaging in discussions with, and subsequently employing or engaging, one or more employee(s) of the other party, if such employee(s) approach such party concerning employment or any other engagement in response to a standard job posting or a general classified advertisement such party placed in a newspaper or other publication of general circulation or a professional publication.
8. The Center services shall be available during hours accessible to its target population (GPPS students, youth residing in the Grosse Pointe and Harper Woods communities).
9. The Center shall provide local needs assessment for students and teachers/staff.
10. Written approval by the GPPS administration and GPPS School Board is required for the following:
  - a. Location of the Center within Grosse Pointe North High School
  - b. Administration of a needs' assessment process to determine priority health services of the population served; which includes at a minimum, a risk behavior survey for adolescents served by the Center
  - c. Administration of or access to a needs' assessment for teachers/staff

- d. Parental and/or minor consent policy
  - e. Services rendered through the Center
  - f. Value of in-kind services to be provided to the Center such as space and custodial services for reporting to funder as well as to give proper acknowledgement to GPPS for the value of their contribution.
11. Policies and Procedures shall be implemented regarding proper notification of parents, school officials, and/or other health care providers when additional care is needed or when further evaluation is recommended. Policies and procedures regarding notification and exchange of information shall comply with all applicable laws, *e.g.*, HIPAA, FERPA (Family Educational Rights and Privacy Act) and Michigan statutes governing minors' rights to access care.
12. The Center shall implement a quality assurance plan. Components of the plan shall include at a minimum:
- a. Ongoing record reviews by peers.
  - b. Completing, updating, or having access to a needs' assessment completed within the last three years to determine the health needs of the student population and of the school environment
  - c. Conducting a client satisfaction survey/assessment at least once annually.
13. A community advisory committee shall be established and operated as follows:
- a. Minimum of two meetings per year
  - b. The committee must be representative of the community (school and other); one-third of members must be parents of school-aged children and youth;
  - c. Health care providers shall not represent more than 50% of the committee;
  - d. The committee should recommend the implementation and types of services rendered by the Center
  - e. The committee must approve the following policies:
    - i. Parental consent;
    - ii. "Request for medical records and release of information that include the role of the non-custodial parent and parents with joint custody;
    - iii. Confidential services as allowed by state and/or federal law;
    - iv. Disclosure by clients or evidence of child physical or sexual abuse, and/or neglect, subject to the requirements of applicable law.
    - v. The Center may develop and maintain a student advisory council made up of GPPS and Harper Woods students.
14. Both parties shall follow all applicable Occupational Safety and Health Act guidelines to ensure protection of the Center personnel and the public.
15. The parties acknowledge that the services provided herein may require GPPS to disclose one or more student "education records" and/or treatment records to the Center, as those terms are defined pursuant to FERPA. The parties agree and acknowledge the only health records maintained by the school are student education records and student treatment records of eligible students in accordance with FERPA. As an agent of GPPS, the Center and each nurse practitioner and Social Worker or related Center personnel is required to ensure that the Center directors, officers, employees, contractors and agents



do not use or disclose education records received by GPPS for anything other than its intended use and only to carry out the services as described in this IA. The Center are responsible to protect the disclosure of education and treatment records consistent with the laws, rules, regulations and intent of FERPA. Except as required in its duties to GPPS, the Center agree that they will never, during the Term of this IA, or at any time subsequent to the expiration or termination of this IA, directly or indirectly use or disclose any student education records' information, including, but not limited to, any student identifiable information, student health information or any other information contained in the education record, without the prior written consent of GPPS. All records, forms and supplies or any reproduced copies provided and furnished by GPPS to the Center or their agents or obtained by the Center or its agents during the course of rendering services to GPPS shall always remain the property of GPPS and shall be returned to GPPS on demand, or upon termination of this IA.

16. To the extent permitted by law, each party agrees to indemnify, defend and hold harmless the other, in their individual and official capacities, its administrators, employees, contractors and agents, from and against any and all claims, losses, liabilities, damages, costs and expenses (including and without limitation all interest and penalties accruing thereon and all attorneys' fees) resulting from or arising out of (i) any breach by a party of any of its obligations under this IA, or (ii) any act, omission, or neglect by such party in connection with its services and/or responsibilities under this IA.
17. 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 IA without the prior written consent of the other.
18. 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. No provision of this IA shall be deemed to have been waived unless such waiver is in writing.
19. 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 of such delay.
20. This IA represents the full and complete understanding of the parties, there being no other agreements or understandings, written or oral, covering the subject matter of this IA. This IA may be modified or amended only by a written agreement signed by both parties.
21. This IA is solely for the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This IA is not intended to benefit or be a third-party beneficiary contract with respect to any other party.
22. The laws of the State of Michigan will control in the construction and enforcement of this IA, and venue shall be in the state courts located in Oakland County, Michigan or, if applicable, the federal courts located in the Eastern District of Michigan.

23. Any notice, offer, demand or communication required or permitted to be given under any provision of this IA 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 below. Except as otherwise expressly provided in this IA, 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 sentence. Either party may change its address for purposes of this IA by giving the other notice thereof in the manner hereinbefore provided for the giving of notice. Unless otherwise required by this IA, notices under this IA shall be directed to the following persons:

**BEAUMONT TEEN HEALTH CENTER-GPN**

Jeff Cook  
Director Community Health Schools and Clinics  
Oakwood Healthcare, Inc.  
26901 Beaumont Blvd.  
Southfield, Michigan 48033  
[jeff.cook@beaumont.org](mailto:jeff.cook@beaumont.org)

**GPPS**

Dr. Jon Dean  
Superintendent  
Grosse Pointe Public Schools.  
20601 Morningside  
Grosse Pointe Woods, Michigan 48236

Joseph Herd  
School Board President  
Grosse Pointe Public Schools  
20601 Morningside  
Grosse Pointe Woods, Michigan 48236

With Copies to:

Beaumont Health Office of General Counsel  
26901 Beaumont Blvd., Suite 6D  
Southfield, MI 48033

24. The parties to this Agreement each certify and warrant that the performance of this Agreement is intended to comply with, and that this Agreement does not violate: (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and related "safe harbor" regulations; and (ii) the federal "Stark Law" (42 U.S.C. 1395nn) and related regulations, as each may be amended from time to time.

25. This IA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures to the IA transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf"), will have the same effect as physical delivery of the paper document bearing the original signature. If so executed, this IA shall be valid and binding.

*Signature page follows*

WHEREFORE, the parties have signed this IA effective on the date first noted above.

**Oakwood Healthcare, Inc.**

DocuSigned by:  
**By:** Leslie Meyer  
60C0E9B5A7D84D4...  
Leslie Meyer

**Its:** vice President Patient and Family Experience

**Date:** 10/18/2022

**Grosse Pointe Public Schools**

**By:** \_\_\_\_\_  
**Dr. Jon Dean** M. Jon Dean

**Its:** Superintendent

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“BAA”) sets forth the terms and conditions under which the undersigned parties agree to manage Protected Health Information pursuant to the terms and conditions in the Interagency Agreement, effective as of the Effective Date of the Agreement to which this BAA is appended, (hereinafter, the “Agreement”) between Beaumont Health, acting on behalf of itself and as the sole member and parent corporation of its affiliated covered entity Oakwood Healthcare Inc. (“Beaumont”), and Grosse Pointe Public Schools. (“Business Associate”), in compliance with the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”).

For the purposes of this BAA, “HIPAA Rules” shall include the HIPAA and HITECH rules for Privacy, Security, Breach Notification and Enforcement located at 45 C.F.R Part 160 and Part 164. Reference in this BAA to the HIPAA Rules shall mean such rules as in effect, or as amended. Terms used in this BAA and not otherwise defined herein shall have the same meaning as those terms in the HIPAA Rules, including, but not limited to: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information (“ePHI”), Protected Health Information (“PHI”), Secretary, Security Incident, and Unsecured Protected Health Information.

**1. Uses and Disclosures of Protected Health Information (“PHI”).**

1.1 Business Associate is required to ensure that its directors, officers, employees, contractors and agents do not use or disclose PHI accessed or received from Beaumont, or created on behalf of Beaumont, in any manner other than as defined by the Agreement or this BAA, or in a manner that would constitute a violation of the HIPAA Rules if so used or disclosed by Beaumont. Business Associate may use and disclose the minimum necessary PHI to carry out its duties and obligations under the Agreement, for its own management and administration, or as required by law.

1.2 In instances where the disclosure of PHI is not required by law, but is otherwise permitted by the Agreement or this BAA, Business Associate shall obtain reasonable assurances from the person or entity to whom the PHI is disclosed that the information remain confidential and used or re-disclosed only as required by law or for the purpose for which it was disclosed. Furthermore, Business Associate shall require the PHI recipient to immediately notify Business Associate of any instances of which it is aware that a default of confidentiality occurred.

1.3 Business Associate may only de-identify and perform data aggregation of Beaumont's PHI if expressly permitted to do so under the Agreement. Any duty to de-identify Beaumont's PHI must comply with the HIPAA Rules process requirements for de-identification.

**2. Safeguards Against Misuse or Wrongful Disclosure of Protected Health Information.**

2.1 Business Associate agrees that it will use reasonable and appropriate administrative, physical, and technical safeguards pursuant to the HIPAA Rules to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement, this BAA, or as required by law, and to protect

the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Beaumont.

2.2 Business Associate represents that the servers that maintain PHI obtained from Beaumont, or on its behalf, are owned and managed by Business Associate and will remain in the jurisdiction, and within the geographical limits of, the United States of America. Business Associate further represents that PHI shall not be hosted, stored, or transferred outside of the U.S.A. In the event that Business Associate arranges for subcontracting of the host services or transfer or remote access of Beaumont data outside of the U.S.A., Business Associate must provide Beaumont thirty (30) days prior written notice of same. Upon such written notice, Beaumont shall have the right to immediately terminate this BAA and the Agreement without penalty, immediately upon written notice to Business Associate.

To the extent Beaumont permits, after receiving appropriate notice, Business Associate to perform work at an Offshore (Non-United States) location (referred to as "Offshore Subcontract Arrangement/Agreement"), including but not limited to work at an Offshore location by Business Associate's employees or entering into an agreement with a subcontractor to perform work at an Offshore location, Business Associate agrees to and will provide an attestation, upon request, of the following:

a. The Offshore Subcontracting Arrangement/Agreement ensures that the Offshore subcontractor receives only the minimum amount of PHI necessary to perform the services contemplated, and that policies and procedures are in place to ensure that PHI remains secure.

b. The Offshore Subcontracting Arrangement /Agreement includes minimum necessary access provisions and prohibits access to Beaumont data by Offshore resources not associated with providing services or functions to Business Associate on behalf of Beaumont;

c. The Offshore Subcontracting Arrangement/Agreement grants Business Associate the right to conduct an annual audit of the Offshore subcontractor to evaluate the practices and procedures, including but not limited to, PHI privacy and security controls of the subcontractor and such audit results will be used to evaluate the continuation of the Offshore relationship.

d. Business Associate agrees it shall conduct such an annual audit of Offshore activities and subcontractors, and that Business Associate shall share the results of the annual audit with both Beaumont if requested.

2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of the Agreement and/or this BAA, or that would otherwise cause a Breach of Unsecured PHI. To the extent Business Associate is responsible for a Breach of Unsecured PHI, Business Associate shall be responsible for any and all costs incurred by Beaumont in investigating, notifying, reporting, responding to and mitigating such Breaches, including but not limited to mailing costs, personnel costs, attorneys' fees, credit monitoring costs, and other related expenses or costs.

### 3. Reporting of Wrongful Disclosures of Protected Health Information.

3.1 A Breach or suspected Breach must be reported to Beaumont within twenty-four (24) hours of when the Breach becomes known to the Business Associate, or when the Breach should have been known by Business Associate, had Business Associate acted with due diligence in its investigation of a suspected Breach. A suspected Breach entails events that a Business Associate, exercising reasonable

diligence, would believe that a Breach could have occurred. Such notice shall include, to the extent practicable, the identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach.

3.2 Any violation of HIPAA must be reported to Beaumont promptly, and in no event later than two (2) business days after Business Associate becomes aware of the incident Breach and/or unauthorized disclosure or use of the PHI.

3.3 Business Associate agrees to promptly report to Beaumont any Security Incident, which includes, under HIPAA Rules, the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operation of which Business Associate becomes aware. For purposes of this BAA, the Parties acknowledge that probes and reconnaissance scans are commonplace and, as such, the parties acknowledge and agree that, to the extent such probes and reconnaissance scans constitute Security Incidents, this section constitutes notice by Business Associate to Beaumont of the ongoing existence and occurrence of such security incidents for which no additional notice shall be required. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, and unsuccessful log-on attempts, as long as such probes and reconnaissance scans do not result in unauthorized use or disclosure of PHI.

3.4 To the extent that Beaumont PHI may be the target of a cybersecurity attack (including but not limited to a Ransomware, phishing, malware, or similar attack), or Beaumont PHI is improperly affected or rendered unavailable in a scenario which does not rise to the level of a Breach, as that term is defined by HIPAA (for example, if it becomes subject to Ransomware or a similar malware incursion which does not involve the acquisition, access, use, or disclosure of PHI required for a Breach or a risk assessment results in the conclusion that no Breach occurred), such attack), such incursion must be reported to Beaumont promptly, and in no event later than ten (10) business days after Business Associate becomes aware of the event.

3.5 Where an improper disclosure of PHI occurs in violation of the Agreement and/or this BAA, and/or when a Breach occurs, Business Associate shall report the wrongful disclosure to Beaumont's Privacy Officer. Beaumont's Privacy Officer will direct Business Associate's responsive actions (if any) with regard to participation in Beaumont's investigation.

3.6 Business Associate shall bear the burden of demonstrating that notice as required under this Section 3 was timely made, including evidence demonstrating the necessity of any delay by Business Associate.

3.7 Business Associate shall provide Beaumont all information reasonably requested for purposes of investigating a Breach, a suspected breach, or any other breach hereunder involving PHI, including, but not limited to, any information Beaumont may require in order to notify patients whose PHI may have been effected in compliance with HIPAA Rules and any applicable state privacy laws. The Parties shall cooperate in good faith with regard to any notifications and/or investigations required by the HIPAA Rules and applicable state privacy laws.

4. Agreements with Subcontractors or Agents. If Business Associate enters into an agreement with any agent or subcontractor in fulfillment of its obligations under the Agreement and the agent or subcontractor will have access to PHI, Business Associate must assure that agent or subcontractor agrees to

the same restrictions, conditions, and requirements that apply to the Business Associate under the Agreement and this BAA, including, but not limited to the safeguards described in Section 2 and the reporting requirements described in Section 3.

5. Access to Protected Health Information. Business Associate shall notify Beaumont promptly, and in all cases within fifteen (15) calendar days of receipt of a request by a patient for access (inspection or receipt of a copy) to PHI in its possession. The Parties agree to arrange for inspection and copying of the information as requested by the patient in compliance with Beaumont's privacy practices, policies, the HIPAA Rules, and Michigan law, including charging the patient for photocopying. Beaumont is responsible to respond to the patient's request for access to PHI.

6. Amendment of Protected Health Information. Business Associate shall notify Beaumont promptly, and in all cases within fifteen (15) calendar days of receipt of a request by a patient to amend any PHI in its possession. Any patient request to amend PHI shall follow Beaumont's privacy policies, practices, the HIPAA Rules, and Michigan law. The Parties agree that Beaumont shall be responsible to respond to the patient's request for amendment. Business Associate may amend PHI only upon the express written direction of Beaumont.

7. Accounting of Disclosures. Business Associate may only disclose PHI as described in the Agreement and Section 1 above and shall maintain and document disclosures in a manner as would be required of Beaumont under the HIPAA Rules. Business Associate shall provide to Beaumont the following information promptly, and in all cases within fifteen (15) calendar days of receipt of Beaumont's request for an accounting of all disclosures made of a patient's PHI: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure. Accountings must include disclosures made up to six (6) years prior to the request. In the event a patient requests an accounting of disclosures of his or her PHI directly from Business Associate, Business Associate shall promptly, and in all cases within five (5) business days, forward such request to Beaumont. Beaumont is responsible to respond to such request.

8. Availability of Books and Records. Business Associate agrees to make its internal HIPAA practices, books and records, including, but not limited to, documentation or reports of internal IT investigations, audits, risk analyses, security risk assessments, breach analyses, policies and procedures relating to the use and disclosure of PHI received from Beaumont or another party on Beaumont's behalf or created on Beaumont's behalf available to Beaumont and/or the Secretary during normal business hours for purposes of determining Beaumont's and/or Business Associate's compliance with the HIPAA Rules. Business Associate shall promptly notify Beaumont's Privacy Officer if the Secretary requests access to its practices, books or records, and allow Beaumont to review the same practices, books or records provided to the Secretary.

9. Indemnification. In addition to any indemnification requirements under the Agreement, to the extent permitted by law, Business Associate shall indemnify, defend, and hold harmless Beaumont and its affiliates from and against any and all liability, losses, expense, damage, or injury (including without limitation, all costs and reasonable attorneys' fees) that Beaumont or its affiliates may sustain as a result of any and all claims, suits, actions, demands, costs or judgments against them arising out of, (a) a breach of this BAA, including but not limited to, a Breach of Unsecured PHI, or (b) any negligence or wrongful acts or omissions

by Business Associate, or its agents or subcontractors. Notwithstanding anything foregoing, a breach under this BAA shall be considered a breach of the Agreement, and nothing in this Section shall limit any rights of Beaumont or its affiliates to additional remedies thereunder, or under applicable law.

10. Beaumont Responsibilities. Beaumont shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules. Beaumont shall notify Business Associate of any restrictions to the use or disclosure of an individual's PHI that Beaumont has agreed to abide by, or which it is required to abide by pursuant to HIPAA Rules, to the extent such restrictions may affect Business Associate. Beaumont shall notify Business Associate of any changes in, or revocation of, such restrictions, if such change or revocation would affect Business Associate's permitted or required uses and disclosures.

11. Term and Termination. The term of this BAA shall be the same term of the Agreement, and shall be extended to the extent the Agreement is renewed and/or extended beyond its initial term. This BAA and/or the Agreement may be terminated by Beaumont in response to a material breach by Business Associate of its obligations hereunder (including, but not limited to, a HIPAA Breach) after providing Business Associate a thirty (30) days' advance in which to cure the breach. Notwithstanding, in the event of a Breach, or if a cure is not possible, Beaumont may immediately terminate this BAA and the Agreement upon written notice to Business Associate. Furthermore, in the event of a Breach, and/or in the event that termination of the Agreement is not feasible, Business Associate acknowledges that Beaumont shall have the right to report the Breach and/or breach to the Secretary.

12. Return, Retention, Destruction, or Transfer of Protected Health Information Upon Termination. Upon termination of the Agreement, Beaumont and Business Associate shall mutually determine whether Business Associate is to return, destroy, retain or transfer all PHI, in any form, in its possession. Business Associate shall return PHI in a non-proprietary format and at no additional cost to Beaumont. If Business Associate is required to retain PHI, the terms and conditions of this BAA shall survive termination of the Agreement with regard to such retained PHI for the duration of its retention, and such PHI shall be used or disclosed solely for the purpose or purposes which prevented the return or destruction of the PHI. If Business Associate is required to return PHI to Beaumont, destroy PHI, or transfer/transmit PHI to another business associate, it shall not keep a copy of the PHI. Furthermore, if Business Associate is required to destroy PHI it shall use reasonable methods of destruction to assure that a Breach and/or breach of confidentiality does not occur during the process, and Business Associate shall provide, to Beaumont's satisfaction, a written certification that the destruction process complied with Department of Justice standards of record destruction.

13. Changes in Laws and Regulations and Compliance with Laws. Beaumont and Business Associate agree to amend this BAA as required to comply with any changes in laws, rules or regulations which affect the privacy and security of PHI and the Business Associate's duties under the Agreement and/or this BAA. Furthermore, Business Associate agrees to cooperate with Beaumont, as applicable, related to any other federal laws or regulations that affect PHI, such as any rules related to identify theft.

14. Miscellaneous. The laws of the State of Michigan govern this BAA and venue shall be in the state courts located in Oakland County, Michigan or, if applicable, the federal courts located in the Eastern District of Michigan. Any notice or other communication required or which may be given under this BAA shall be delivered as provided in the BAA. Any provision of this BAA that, by its language, contemplates



performance or observation subsequent to any termination or expiration of this BAA shall survive such termination or expiration and shall continue in full force and effect. This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures to the BAA transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”), will have the same effect as physical delivery of the paper document bearing the original signature. If so executed, this BAA shall be valid and binding. Any amendment or modification to this BAA must be in writing and signed by the Parties. In the event of a conflict between this Addendum and the Agreement, this Addendum shall control.

*Signature page follows*

WHEREFORE, the Parties hereto have executed this BAA effective upon the Effective Date of the Agreement.

**“Beaumont”**

Beaumont Health

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“Business Associate”**

Grosse Pointe Public Schools

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_