



## Mission Statement

Faribault Public Schools provides a high-quality and equitable education that nurtures, inspires, challenges, and empowers all students to engage and grow as learners and citizens.

## MEMORANDUM

TO: Finance Committee

FROM: Robert Dehnert  
Director of Special Services

DATE: September 19, 2022

RE: Memorandum of Understanding between Twin Cities Recovery Center and Faribault Public Schools

Please consider approving the Memorandum of Understanding between Twin Cities Recovery Center (TCRC) and Faribault Public Schools to allow TCRC to provide medically necessary Applied Behavior Analysis (ABA) therapy for students who qualify for this therapy. Currently, TCRC works with families residing in Faribault to provide medically necessary ABA therapy in their location in Burnsville during and after school hours. This MOU would allow TCRC to provide these services during school hours on location within Faribault Public School buildings. Faribault Public Schools provides workspace within or near a qualifying student's classroom as well as internet access and printing access. TCRC provides ABA therapy to students who meet specific medical criteria at no cost to the district by utilizing families' medical insurance.

For more information on autism spectrum disorders and ABA therapy, please watch this ten minute video entitled [What is Autism and how does ABA therapy work?](#)

If you have any questions, please contact me. Thanks!

Rob Dehnert

**Twin Cities Recovery Center  
And  
Faribault Public Schools  
Memorandum of Understanding  
through 6/30/23**

This Memorandum of Understanding (MOU) is an agreement between Twin Cities Recovery Center (TCRC) and Faribault Public Schools (Faribault) regarding collaboration and integration for the purpose of allowing TCRC to provide medically necessary Applied Behavior Analysis (ABA) therapy within Faribault from the date of signatures of both parties through June 30, 2023. The intent of this document is to create a partnership supporting school-connected medically necessary ABA therapy and supportive services that result in:

- Improved identification of children and youth with autism spectrum disorders.
- Increased accessibility for children and youth who require medical ABA therapy services.
- Improved functional outcomes for children identified with Autism.

TCRC will:

1. Provide a Chief Executive Officer (CEO) to work with schools and therapists throughout the school year with the purpose of developing and cultivating relationships with school sites and community members to integrate, expand, and maintain TCRC collaborative efforts, as well as:
  - a. CEO will meet with the Director of Student Support Services and Equity Coordinator twice annually
  - b. CEO or designee will meet with building principals every other month which will decrease as principals report confidence with the services
  - c. CEO or designee will meet with school staff monthly and this will decrease as school staff report confidence in the services.
  - d. Respond on a timely basis to ongoing concerns, questions, and the expressed needs of school staff and administrators.
  - e. Assist in development of processes to assure timely access for students who qualify for ABA medical services.
  - f. Provide clinical and administrative supervision to the TCRC staff.
  - g. Provide a background check and training on confidentiality to the TCRC staff.
2. Provide qualified ABA specialists for students who qualify for ABA services through TCRC's Minnesota Department of Health (MDH) approved process.
3. Provide on-site medically necessary ABA services in order to increase access to these services.
4. Provide on-site medically necessary ABA services integrated into the school environment in order to increase effectiveness of interventions.
5. Provide for ABA specialist technology needs.
  - a. Technology needs may include laptop and or tablet devices.

6. Provide professional liability coverage as required by MDH for TCRC services.
7. Will maintain confidentiality following HIPPA and all other governing statutes.
8. TCRC will own all clinical testing, results, reports, and clinical notes generated as a result of client contact. School personnel shall not have access to the records or to the information about clients without a signed release from the client or client's parent / guardian.
9. Provide up to two hours of staff training to school staff on ABA therapies and ABA interventions and implementations.

Faribault Public Schools will:

1. Provide space and resources including:
  - a. Classroom space to provide medically necessary ABA services.
  - b. Internet access
  - c. Building access, and
  - d. Copy machine access
2. Provide on-site consultation regarding use of school resources and student needs.
3. Provide all property and casualty insurance for the classroom space provided.

General Topics

1. Term of Agreement

The term of this agreement shall be from the date of signature by both parties through June 30, 2023. Terms can be negotiated each year prior to the end of the 2022-23 school year. It is expressly understood that TCRC is an independent contractor and not an employee of the school district. TCRC employees will acquire no tenure or fringe benefits from the school district.

2. Cost and Delivery of Purchase of Services

Twin Cities Recovery Center will be responsible for the billing of all services provided. All services will be billed to 3rd party payers.

3. Eligibility for Services

TCRC will determine which students are eligible for this medical service.

4. Confidentiality

TCRC and Faribault Public Schools agree to abide by all applicable State and Federal Confidentiality regulations pertaining to student information.

5. Indemnity and Insurance

- a. TCRC agrees that it will at all times indemnify and hold harmless Faribault Public Schools from any and all liability, loss, damages, costs or expenses which may be claimed against Faribault Public Schools arising specifically from TCRC services or acts of its employees.
- b. TCRC agrees to have and keep in force professional liability insurance as required by law.

6. Conditions of the Parties

- a. This agreement can be canceled by either party at any time upon a sixty (60) day written notice.
- b. TCRC and Faribault Public Schools agree to mutually resolve any issues raised by either party in a timely manner.
- c. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced in writing, duly signed, and attached to the original agreement.

7. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein.

Indicate acceptance of the Agreement by affixing signatures below:

---

Jamie Bente  
Superintendent  
Faribault Public Schools

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

---

Twin Cities Recovery Center

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