



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.

Robert Dehnert
Director of Student Support Services
Faribault Public Schools
RDehnert@Faribault.k12.mn.us
507-333-6002

MEMORANDUM

TO: Finance Committee

FROM: Robert Dehnert
Director of Special Services

DATE : August 14, 2023

RE: HealthFinders Collaborative Memorandum of Understanding

Please consider approving the HealthFinders Collaborative Memorandum of Understanding (MOU) to allow the HealthFinders Collaborative to provide co-located mental health services in Faribault Public Schools as well as chemical health services. This MOU would allow Healthfinders Collaborative to co-locate in our buildings. Faribault Public Schools provides an office, computer access and phone access in exchange for the services they provide.

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

Rob Dehnert

Sincerely,

A handwritten signature in black ink that reads 'Robert Dehnert'.

Robert Dehnert
Director of Special Services

**Professional Services Agreement for
School-Based Mental Health and Substance Use Services**

between

HealthFinders Collaborative, Inc.

1415 Town Square Lane
Faribault, MN 55021

and

Faribault Public Schools

710 17th Street SW

Faribault, MN 55021

August 10, 2023

Dear Faribault Public Schools,

We are pleased to propose a professional services agreement between HealthFinders Collaborative, Inc. (HealthFinders or Contractor) and Faribault Public Schools (subcontractor) to provide school-based mental health and substance use services to the students within your district. We understand the importance of supporting students' mental well-being and believe that our organization can make a significant positive impact on the students' lives.

The following agreement is directly related to supporting performance of two contracts between HealthFinders and the Minnesota Department of Human Services for School-Linked Substance Use and School-Linked Behavioral Health services, entered into May and July 2023 respectively ("State Contracts").

1. Subcontractor Status

- a. Subcontractor acknowledges and agrees that this subcontract ("Subcontract") is subject to all the terms, conditions, and requirements of the main contract ("State Contracts") between the Contractor and HealthFinders. In the event of any conflict between the provisions of this Subcontract and the Main Contract, the terms and conditions of the Main Contract shall prevail.
- b. Subcontractor shall diligently perform and adhere to all obligations, duties, and responsibilities imposed upon it by the State Contracts, as if the Subcontractor were a party thereto directly. Subcontractor shall also comply with any instructions or directives issued by the Contractor, which are consistent with the Main Contract requirements.
- c. Subcontractor shall incorporate, by reference, all relevant provisions of the Main Contract into this Subcontract. It is the Subcontractor's responsibility to familiarize itself with the Main Contract and ensure compliance with its terms.
- d. Subcontractor shall cooperate and coordinate its work with other subcontractors and suppliers engaged by the Contractor under the Main Contract. Subcontractor shall not

take any action that would cause disruption, delay, or breach of the Main Contract or adversely affect the Contractor's performance thereof.

- e. Any changes, amendments, or modifications to the Main Contract made by the Contractor or the Client shall be promptly communicated to the Subcontractor. The Subcontractor shall be bound by such changes to the extent they affect the scope of work or obligations under this Subcontract
- f. Subcontractor shall indemnify, defend, and hold the Contractor harmless from any claims, liabilities, damages, losses, costs, or expenses arising out of or related to the Subcontractor's failure to comply with the requirements of the Main Contract.
- g. The Contractor reserves the right to terminate this Subcontract, in whole or in part, at any time if the Main Contract is terminated for any reason. In the event of such termination, the Subcontractor shall be entitled to payment for work performed and accepted by the Contractor up to the date of termination.
- h. Subcontractor acknowledges that it has received a copy of the Main Contract and has reviewed the applicable provisions and requirements. The Subcontractor agrees that it shall not raise any claim or defense based on its alleged lack of knowledge or awareness of the Main Contract's terms.

2. Scope of Services

HealthFinders agrees to provide the following services, defined in Exhibit A of this contract.

3. Service Schedule

The services outlined above will be provided during regular school hours, Monday through Friday, excluding school holidays and breaks, unless agreed to in writing. The specific schedule and duration of services can be mutually agreed upon between HealthFinders and Faribault Public Schools. During periods of time when school is not in session, HealthFinders Collaborative will work to coordinate the ongoing provision of services with the school district, students and families receiving services, to ensure continuity of care. The provision of these services may take place in one of HealthFinders' clinic locations, the schools, or another designated location.

4. Qualified Personnel

HealthFinders will assign qualified mental health practitioners and professionals to provide the services mentioned above. These individuals will have the necessary credentials, licenses, and experience to work with students and families and address their health needs effectively.

5. Reporting and Documentation

HealthFinders Collaborative will maintain accurate and confidential records of all services provided, including student information, counseling sessions, and any necessary documentation required by the school district. Reports summarizing the services provided can be provided on a regular basis, as agreed upon by both parties.

HealthFinders will also collect and analyze data to evaluate the effectiveness of school-based substance use and behavioral health services, as well as monitor outcomes and track progress over time to assess the impact of interventions and make necessary adjustments for continuous improvement.

6. Confidentiality

HealthFinders and Faribault Public Schools acknowledge the sensitive nature of the information shared during student support and multidisciplinary meetings, counseling sessions and consultation with school personnel, and agrees to maintain strict confidentiality in accordance with applicable laws and regulations, as well as ethical guidelines regarding the confidentiality and privacy of student and patient information, and as outlined in Exhibit B, *Data Sharing Agreement* and Exhibit C, *Business Associate Agreement*. Any disclosure of student and family information will be done only with the written consent of the student's parent or legal guardian, unless legally mandated otherwise, and in accordance with Exhibit B, *Data Sharing Agreement* and Exhibit C, *Business Associate Agreement*.

Both parties agree to obtain necessary consents and releases from students and/or parents/legal guardians for the provision of services and information sharing, as required by law.

7. Compensation:

There is no formal compensation directly associated with this contract, however nothing about this contract prevents entering into other arrangements for compensation.

HealthFinders Collaborative will collect any 3rd party reimbursement for which their services may be eligible, and use grant funds from State Contracts at their discretion.

Faribault Public Schools also agrees to the following:

- a. Support HealthFinders to designate relevant Faribault Public Schools facilities as secondary locations for purposes of program licensure
- b. Provide office space for individual, family and group consultation, as well as individual and group treatment services that ensures confidentiality and respect to privacy
- c. Use HealthFinders referral pathway and associated documentation and data tracking systems
- d. Support staff in school facilities by ensuring access to internet, a phone, spaces where services will be provided, and necessary contact information for those who can facilitate the provision of services in the school. Schools are also asked to invite school-based HealthFinders staff to participate in teacher/staff workshop and development days, student support meetings and other opportunities for relationship building and collaboration to promote the well-being of students and families.
- e. Evaluation and Outcomes Monitoring:
 - a. Support collection and analysis of data to evaluate the effectiveness of school-based substance use and behavioral health services.
 - b. Monitor outcomes and track progress over time to assess the impact of interventions and make necessary adjustments for continuous improvement.
- f. Other requirements as stipulated by State Contracts
- g. Support performance stipulated in State Contracts.
- h. Acknowledgement that they have reviewed and understood the terms and conditions of State Contracts.

8. Term and Termination

This agreement will commence on August 1, 2023 and will remain in effect until July 31, 2024. Either party may terminate this agreement with a written notice of at least 90 days prior to the desired termination date.

9. Governing Law

This agreement shall be governed by and construed in accordance with the laws of Minnesota, without regard to its conflict of laws principles.

We believe that this collaboration between HealthFinders and Faribault Public Schools will greatly enhance the health and wellness support available to students within the district. We are committed to working closely with the school district to ensure the success of this partnership.

Please review the terms of this agreement, and if acceptable, sign and return a copy to our organization. If you have any questions or require further clarification, please do not hesitate to contact us.

Thank you for considering this proposal. We look forward to the opportunity to work together and make a positive impact on the mental well-being of the students in your district.

10. Insurance

HealthFinders and Faribault Public Schools agree to maintain comprehensive general liability insurance, including professional liability insurance, with limits and coverages appropriate for the nature of the services rendered under this agreement. Both parties shall provide proof of insurance upon request by the other.

Sincerely,

Charlie Mandile
Executive Director
HealthFinders Collaborative, Inc.

Agreed and Accepted:

Jamie Bente
Superintendent
Faribault Public Schools

August 21, 2023

Exhibit A: Scope of Services

HealthFinders agrees to provide at least the following services. Additional services may be provided.

The primary target population for purposes of this work are underserved patients in Faribault Public Schools. Underserved is understood to mean uninsured or having public insurance plans.

School-Based Mental Health Services:

1. Diagnostic assessments to determine presence of a mental health disorder and identify appropriate treatment recommendations.
2. Individual counseling sessions for students in need of mental health support.
3. Group counseling sessions to address specific mental health topics and promote social-emotional development.
4. Crisis intervention and counseling services in urgent situations.
5. Consultation and collaboration with school staff and administrators to develop strategies for promoting mental health and well-being within the school environment.
6. Referral services to external mental health resources as needed.
7. Support navigating social determinants of mental health care for patients and their families
8. Additional services in support of mental health outreach, referral, coordination, care, and treatment, including parent consultation, care coordination with other professionals and supports involved in a student's life, and presentations on topics related to student and family mental health, as requested by individual school administration and student support services.

School-Based Substance Use Services:

1. Assessment and Screening:
 - a. Conduct comprehensive assessments and screenings to identify students who may be at risk or already struggling with substance use issues.
 - b. Utilize evidence-based assessment tools to gather information on substance use patterns, severity, co-occurring mental health concerns, and other relevant factors.
2. Individual Counseling and Treatment:
 - a. Provide individual counseling sessions to students with substance use concerns.
 - b. Develop personalized treatment plans that address the specific needs and goals of each student.
 - c. Implement evidence-based interventions and techniques to support recovery and promote positive behavior change.
 - d. Monitor progress, adjust treatment plans as needed, and provide ongoing support and guidance.
3. Group Counseling and Support:
 - a. Conduct group counseling sessions to address substance use-related topics, such as prevention, coping skills, relapse prevention, and peer support.
 - b. Facilitate support groups for students struggling with substance use, offering a safe and confidential environment for sharing experiences and receiving support from peers.
 - c. Incorporate evidence-based group treatment models and interventions to enhance effectiveness and engagement.
4. Education and Prevention:

- a. Deliver educational presentations and workshops to students, teachers, and parents on substance use prevention, risk factors, and healthy decision-making.
 - b. Collaborate with school staff to develop prevention programs and initiatives targeting substance use issues.
 - c. Provide resources and information to students and families regarding the risks associated with substance use and available support services.
5. Referral and Coordination:
- a. Work closely with school staff, parents, and external service providers to ensure a coordinated and holistic approach to addressing substance use concerns.
 - b. Make appropriate referrals to external substance use treatment programs, counseling services, or mental health professionals, as needed.
 - c. Facilitate communication and collaboration among all involved parties to support the student's overall well-being and treatment outcomes.
6. Consultation and Training:
- a. Offer consultation and guidance to school staff regarding substance use-related concerns, prevention strategies, and appropriate interventions.
 - b. Provide training and professional development sessions for school staff on recognizing signs of substance use, responding effectively, and creating a supportive environment for students in recovery.
7. Support navigating social determinants of substance use care for patients and their families
8. Additional services in support of substance use outreach, referral, coordination, care, and treatment.

HealthFinders Collaborative, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Faribault Public Schools

Signature: _____

Printed Name: Jamie Bente

Title: Superintendent

Date: August 21, 2023

Exhibit B: Data Sharing Agreement

Subject: Data Sharing Agreement

The following data sharing agreement between HealthFinders Collaborative and Faribault Public Schools is intended to ensure the secure and compliant sharing of protected health information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA) regulations. This agreement aims to facilitate effective communication and coordination of care for the students within your school while maintaining strict patient privacy and data security.

1. Purpose:

The purpose of this data sharing agreement is to establish guidelines and procedures for the permissible use and disclosure of PHI by HealthFinders Collaborative, Inc. and Faribault Public Schools when necessary for the provision of healthcare services and support to students.

2. Definitions:

a. "PHI" refers to any individually identifiable health information that is created or received by [Your Clinic Name] in the course of providing healthcare services to patients.

b. "School Official" refers to individuals employed by Faribault Public Schools who have a legitimate educational interest in accessing students' PHI for the purpose of providing appropriate healthcare support and coordinating care.

3. Obligations of HealthFinders Collaborative:

a. HealthFinders Collaborative acknowledges its role as a Covered Entity under HIPAA and agrees to maintain the privacy and security of PHI in accordance with the HIPAA Privacy Rule.

b. HealthFinders Collaborative will only disclose PHI to School Officials who have a legitimate need for the information to provide appropriate healthcare services and support to students.

c. HealthFinders Collaborative will provide training to its employees regarding the handling and safeguarding of PHI, including the importance of protecting patient privacy and complying with HIPAA regulations.

4. Obligations of Faribault Public Schools:

a. Faribault Public Schools acknowledges its role as a School Official and agrees to access, use, and disclose PHI obtained from HealthFinders Collaborative solely for the purpose of providing healthcare services and support to students.

b. Faribault Public Schools will designate specific individuals as School Officials who are authorized to access and handle PHI and will ensure they receive appropriate training on privacy and security practices, as required by HIPAA.

c. Faribault Public Schools will implement administrative, physical, and technical safeguards to protect the confidentiality and integrity of the PHI obtained from HealthFinders Collaborative and will promptly report any security incidents or breaches to HealthFinders Collaborative.

5. Permissible Uses and Disclosures of PHI:

a. HealthFinders Collaborative may disclose PHI to Faribault Public Schools for the purpose of providing appropriate healthcare services and support to students, including but not limited to sharing medical records, treatment plans, and medication information.

b. Faribault Public Schools may use and disclose PHI received from HealthFinders Collaborative as necessary to carry out its healthcare functions and responsibilities, provided that such uses and disclosures are consistent with HIPAA regulations.

6. Data Retention and Disposal:

Faribault Public Schools agrees to retain PHI received from HealthFinders Collaborative in a secure manner and in compliance with applicable state and federal laws. When the need for retaining PHI expires, Faribault Public Schools will dispose of the information in a manner that ensures the permanent destruction of the data to prevent unauthorized access or disclosure.

7. Term and Termination:

This data sharing agreement will remain in effect until either party terminates the agreement in writing or upon the termination of services provided by HealthFinders Collaborative. Both parties will promptly return or destroy any PHI received from the other party upon termination of this agreement.

8. Governing Law and Jurisdiction:

This agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Minnesota.

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the date first written above.

HealthFinders Collaborative, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Faribault Public Schools

Signature: _____

Printed Name: Jamie Bente

Title: Superintendent

Date: August 21, 2023

Exhibit C: Business Associate Agreement (HIPAA)

This Business Associate Agreement ("Agreement") is entered into between [Covered Entity Name] ("Covered Entity") and [Business Associate Name] ("Business Associate") (collectively referred to as the "Parties") on this [Date].

1. Purpose and Definitions:

1.1 Purpose: This Agreement is intended to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the HIPAA Privacy and Security Rules (collectively referred to as "HIPAA Rules").

1.2 Definitions: The terms used in this Agreement, but not defined herein, shall have the same meaning as defined in HIPAA Rules.

2. Obligations and Limitations of Business Associate:

2.1 Use and Disclosure of PHI: Business Associate agrees to use or disclose Protected Health Information (PHI) received from or on behalf of Covered Entity only as necessary to perform its functions or services as outlined in the underlying agreement(s) between the Parties. Business Associate shall not use or disclose PHI in any manner that would violate HIPAA Rules.

2.2 Safeguards and Security: Business Associate shall implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI. These safeguards shall be consistent with the HIPAA Security Rule and any other applicable security requirements.

2.3 Subcontractors: Business Associate shall ensure that any subcontractors or agents to whom it provides access to PHI agree, in writing, to the same restrictions, conditions, and obligations regarding the use and disclosure of PHI as stated in this Agreement.

2.4 Reporting of Breaches: Business Associate shall report to Covered Entity any unauthorized use, disclosure, or acquisition of PHI, as well as any security incidents or breaches, without undue delay but no later than within 48 hours of discovery. Business Associate shall cooperate with Covered Entity in the investigation, mitigation, and reporting of any breaches.

2.5 Access, Amendment, and Accounting: Business Associate shall, upon request by Covered Entity, provide access, amendment, and accounting functions with respect to PHI, as required by HIPAA Rules.

2.6 Compliance with HIPAA Rules: Business Associate agrees to comply with the applicable provisions of HIPAA Rules, including but not limited to the HIPAA Privacy, Security, and Breach Notification Rules.

3. Obligations and Limitations of Covered Entity:

3.1 Notice of Privacy Practices: Covered Entity shall provide Business Associate with a copy of its current Notice of Privacy Practices, if applicable.

3.2 Changes to PHI: Covered Entity shall notify Business Associate of any changes in the permitted uses and disclosures of PHI, as necessary, to allow Business Associate to comply with HIPAA Rules.

3.3 Minimum Necessary: Covered Entity shall provide PHI to Business Associate in a manner consistent with the minimum necessary principle as required by HIPAA Rules.

3.4 Compliance with HIPAA Rules: Covered Entity agrees to comply with the applicable provisions of HIPAA Rules, including but not limited to the HIPAA Privacy, Security, and Breach Notification Rules.

4. Term and Termination:

4.1 Term: This Agreement shall be effective as of the effective date and shall continue in effect until terminated by either Party.

4.2 Termination for Cause: Either Party may terminate this Agreement immediately if the other Party breaches a material term of this Agreement and fails to cure such breach within 30 days after receiving written notice.

4.3 Obligations upon Termination: Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, including any copies or derivatives thereof, in accordance with HIPAA Rules.

5. Miscellaneous:

5.1 Amendment: Any amendment to this Agreement must be in writing and signed by both Parties.

5.2 Survival: The obligations and responsibilities of the Parties under this Agreement shall survive termination of this Agreement.

5.3 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [State].

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the date first written above.

HealthFinders Collaborative, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Faribault Public Schools

Signature: _____

Printed Name: Jamie Bente

Title: Superintendent

Date: August 21, 2023