

**Fernbrook Family Center
And
Red Wing Public Schools
Memorandum of Understanding
7/1/21 through 6/30/22**

This Memorandum of Understanding (MOU) is an agreement between Fernbrook Family Center (Fernbrook) and Red Wing Public Schools (School District) regarding collaboration and integration for the purpose of the School Linked Mental Health Grant (SLMH) from July 1, 2021 through June 30, 2022. The intent of the agreement is to create a partnership supporting co-located clinical interventions.

General Topics

1. Term of Agreement
The term of this MOU shall be from July 1, 2021 through June 30, 2022, unless terminated pursuant to Section 8. The MOU may be modified during its term only by mutual written consent of both parties. Terms for subsequent MOUs can be negotiated each year prior to the end of the school year. Negotiations will be scheduled to begin May of the following year. The DHS funding SLMH grant runs through June, 30 2023 and at this time service options may be reconsidered based on funding and student support.
2. Fernbrook Staff
It is expressly understood that Fernbrook is an independent contractor and not an employee of the District. The personnel from Fernbrook who provide mental health services pursuant to this MOU are employees of Fernbrook and are under the sole management and control of the Fernbrook. The School District shall not have any responsibility for supervision of the Fernbrook employees or the services provided by Fernbrook employees. Fernbrook will provide the District the names and professional titles of all Fernbrook employees who provide services on District property, as well as the school location and schedule for each Fernbrook employee. Fernbrook will conduct criminal background checks on its employees who provide services on School District property, and shall provide the outcome of the criminal background checks to School District. Fernbrook and its employees will acquire no tenure or fringe benefits from the District. The School District reserves the right to exclude any person, including Fernbrook employees, from District property at any time.
3. Responsibilities of Parties
Pursuant to this MOU, Fernbrook and the School District agree to the responsibilities, expectations, and tasks as identified in the 2021-2022 Shared Focus Areas document, attached as Appendix A.
4. Cost and Delivery of Purchase of Services
Fernbrook Family Center will be responsible for the billing of all services provided under the SLMH grant. All services will be billed to 3rd party payers first, accessing grant funding as needed.

5. Eligibility for Services

Any student at Red Wing Public Schools is eligible to be assessed for services under the SLMH grant, provided that the student's parent (or student over 18) provides express written consent for such a referral.

6. Confidentiality

Private educational data pertaining to students will not be released to Fernbrook without the informed written consent of a parent/guardian or student 18 or over, unless Fernbrook is performing a discrete institutional service at the direction of the School District such that Fernbrook is a "school official" for purposes of that service

Member of Fernbrook receiving, maintaining, managing and sharing private educational data are required to comply with the requirements of this Agreement and all applicable Minnesota and federal laws pertaining to the receipt, disclosure and maintenance of educational records/data.

7. Treatment and Use of Private Data

All private educational data received by Fernbrook from the District and that is thereafter stored, used, maintained, or disseminated by a member of Fernbrook is subject to the requirements of the Minnesota Government Data Practices Act and all members of Fernbrook will comply with those requirements as if they were a government entity. Information or data related to a student that is designated as "Directory Information" pursuant to School Board policy and which would not generally be considered harmful or an invasion of privacy if disclosed is not covered by this agreement.

Members of Fernbrook receiving private data pursuant to this Agreement may only provide such data to employees or representatives of their organization who have a legitimate educational interest in the private educational data. Members of Fernbrook who are provided private educational data by the School District pursuant to this Agreement are not permitted to disclose such data to another third party, unless a parent (or student over age 18) provides the School District with express written consent for a student's private data to be disclosed by Fernbrook to another person or entity.

Fernbrook understands that, solely for purpose of completing specific institutional tasks directed by the School District, it is acting as a party to whom the School District has outsourced discrete institutional services or functions and for that limited purpose it is considered a "school official" under the Family Educational Rights and Privacy Act FERPA. Fernbrook acknowledges that all educational data/records obtained from the School District are subject to the direct control of the School District and that Fernbrook will abide by all lawful directives of the School District pertaining to the creation, collection, receipt, use, storage, dissemination and maintenance of educational data/records. Fernbrook acknowledges that it is subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. Further, all of the data created, collected, received, stored, used, maintained, or disseminated by Fernbrook in performing its functions on behalf of the

School District is subject to the requirements of the Minnesota Government Data Practices Act and that it will comply with the requirements of the Minnesota Government Data Practices Act as if it were a government entity.

When Fernbrook is not acting as a “school official” as described in the paragraph above, it may not access private educational data without the express written consent of parent / guardian parent (or student over 18). Under no circumstances may Fernbrook use data received as a “school official” for any purpose other than the specific institutional service directed by the School District.

8. Appropriate Safeguards

Fernbrook agrees to establish appropriate security safeguards for all private educational data received from the School District. Members of Fernbrook will maintain the confidentiality of any and all private educational data received from the School District. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement or Organization. To ensure the continued confidentiality and security of private educational data received, processed, stored, or transmitted under this Agreement, members of Fernbrook shall establish a system of safeguards that will, at minimum, include the following:

- a. Procedures and systems that ensure that all private educational data are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this Agreement.
- b. All designated representatives and employees of Fernbrook involved in the handling, transmittal and/or processing of private educational data provided under Agreement will be informed of their obligation to comply with the requirements of State and Federal law related to educational data privacy and the requirements of this Agreement.
- c. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer data bases used to process, store, or transmit data provided under this Agreement.
- d. Procedures and systems shall be developed and implemented to ensure that all confidential student data processed, stored, an/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data. The procedures and systems must also ensure that any and all disclosures of private student data comply with all applicable laws and regulations, including, but not limited to, provisions of the Family Educational Rights and Privacy Act (“FERPA”) and the Minnesota Government Data Practices Act.

Members of Fernbrook may appropriately dispose of/destroy copies of government data provided to them by the School District. When private data is being disposed of/destroyed, the data must be disposed of/destroyed in a way that prevents its contents from being determined. Originals or official copies of any government data provided by the School District can only be disposed on in a manner consistent with the School District's records retention policies.

Any member of Fernbrook who knows or has reason to believe that a security breach has occurred and an unauthorized person has gained access to private educational data must immediately notify the School District of this concern. Furthermore, the member of Fernbrook must take immediate, appropriate action to ensure that circumstances related to the breach of security is rectified and that the risk of further disclosure is eliminated or minimized.

9. Indemnity and Insurance

- a. Fernbrook agrees that it will at all times indemnify, hold harmless, and release the School District, its current and former officer, agents, employees, and board members from any and all claims, damages, causes of action, liability, costs or expenses (including attorney fees) arising from or in connection with Fernbrook's performance of this MOU, provision of services, or use of School District property, or from any act or omission to act by Fernbrook employees, agents, or independent contractors. In the event any action or proceeding is brought against the School District by reason of any such claims, Fernbrook shall defend the School District, at Fernbrook expense, by legal counsel reasonably satisfactory to the School District. This paragraph is not intended to waive any defenses or limits under the Municipal Tort Claims Act, Chapter 466, or any other statutory or common law defenses.
- b. Fernbrook agrees to have and keep in force, at the expense of Fernbrook, liability insurance with terms acceptable to the School District. Fernbrook's policy shall have a limit of at least \$1,000,000 per occurrence, and shall name the School District as an additional insured. Fernbrook shall provide the School District with Certificates of Insurance evidencing all coverages, limits and endorsements required pursuant to this Contract within ten (10) days of execution of this Contract and on an annual basis thereafter.

10. Conditions of the Parties

- a. This agreement can be cancelled by either party at any time upon a sixty (60) day written notice.
- b. Fernbrook and Red Wing Public Schools agree to attempt 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.

11. 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, as well as any previous agreement presently in effect between the parties to the subject matter thereof.

Fernbrook Family Center and Red Wing Public Schools has agreed upon the attached focus areas for the 2021-2022 school year.

Indicate acceptance of the Agreement by affixing signatures below:

Karsten Anderson
Superintendent
Red Wing Public Schools

Date: _____

Jon Huemoeller, MSW, LICSW
Chief Executive Officer,
Fernbrook Family Center

Date: _____

Cherie Johnson
Executive Director
Goodhue County Education District

Date: _____