

**C.A.R.E. Clinic
And
Red Wing Public Schools
Memorandum of Understanding
7/1/22 through 6/30/23**

This Memorandum of Understanding (MOU) is an agreement between the C.A.R.E. Clinic (Clinic) and Red Wing Public Schools (School District) regarding collaboration and integration for the purpose of provision of mental health, dental, and medical services from July 1, 2022 through June 30, 2023.

General Topics

1. Term of Agreement
The term of this MOU shall be from July 1, 2022 through June 30, 2023, unless terminated pursuant to Section 11. The MOU may be modified during its term only by mutual Informed 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.

2. CARE Staff
It is expressly understood that Clinic is an independent provider and not an employee or agent of the District. The personnel from Clinic who provide services pursuant to this MOU are employees of Clinic and are under the sole management and control of the Clinic. The School District shall not have any responsibility for supervision of the Clinic employees or the services provided by Clinic employees. Clinic will provide the District the names and professional titles of all Clinic employees who provide services on District property, as well as the school location and schedule for each Clinic employee. Clinic 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. Clinic and its employees will acquire no tenure or fringe benefits from the District. The School District reserves the right to exclude any person, including Clinic employees, from District property at any time.

3. Responsibilities of Parties
Pursuant to this MOU, Clinic and the School District agree to the responsibilities, expectations, and tasks as identified in the 2022-2023 Shared Focus Areas document, attached as Appendix A.

4. Cost and Delivery of Purchase of Services
The Clinic shall provide services as outlined in Appendix A at no cost to students, families, or School District.
5. Eligibility for Services
Any student at Red Wing Public Schools is eligible for services under Clinic eligibility guidelines, but the School District shall not make a referral to Clinic or provide any non-public student data to Clinic unless the student's parent (or student over 18) provides informed written consent for such a referral or disclosure. Clinic is responsible for complying with all state and federal laws and regulations regarding consent for services.
6. Treatment and Use of Private Data
Clinic agrees to abide by all applicable state and federal privacy and confidentiality regulations pertaining to student information. Private educational data pertaining to students will not be released to the Clinic without the informed written consent of a parent/guardian or student 18 or over. All private data received by Clinic and that is thereafter stored, used, maintained, or disseminated by a member of Clinic shall be treated as subject to the protections of the Minnesota Government Data Practices Act, the Family Educational Rights and Privacy Act (FERPA), and any other applicable state and federal laws and regulations, and all members of Clinic will comply with those requirements as if they were a government entity.

Members of the Clinic 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. Members of the Clinic 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 the Clinic 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 informed written consent for a student's private data to be disclosed by Clinic to another person or entity. The Clinic agrees to establish appropriate security safeguards to maintain the confidentiality of all private data received in its performance of this MOU.

7. Indemnity and Insurance

- a. The Clinic agrees that it will at all times indemnify, hold harmless, and release the School District, its current and former officers, 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 the Clinic's performance of this MOU, provision of services, or use of School District property, or from any act or omission to act by Clinic employees, agents, or independent contractors. In the event any action or proceeding is brought against the School District by reason of any such claims, Clinic shall defend the School District, at Clinic expense, by legal counsel reasonably satisfactory to the School District. This provision does not apply to claims or damages caused by or resulting from acts or omissions of the School District or its officers, agents, or employees. 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. The Clinic agrees to have and keep in force, at the expense of the Clinic, liability insurance with terms acceptable to the School District. The Clinic's policy shall have a limit of at least \$1,000,000 per occurrence, and shall name the School District as an additional insured. The Clinic 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.

8. Conditions of the Parties

- a. This agreement can be cancelled by either party at any time upon a sixty (60) day written notice.
- b. The Clinic 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.

9. 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.

In addition to the above terms, the Clinic and Red Wing Public Schools have agreed upon the attached focus areas and responsibilities in Appendix A for the 2021-2022 school year.

Indicate acceptance of the Agreement by affixing signatures below:

Jennifer Tift
Clerk
Red Wing Public Schools

Julie Malyon
President
C.A.R.E. Clinic

Date: _____

Date: _____

Appendix A
2022-23

The Clinic will provide the following:

- Names and professional titles of all Clinic employees or volunteers who provide services on District property
- School location and schedule for each Clinic employee or volunteer
- Criminal background checks on its employees and volunteers who provide services on School District property

The Clinic will provide the following services at no cost to students, families, or School District:

Mental Health Support

- Mental health for children or families who are Spanish-speaking with limited English proficiency.

Dental health services for children eligible for the free and reduced lunch program.

- Dental education in the schools (Colvill Family Center and other schools as requested).
- On-site dental services if requested by the School District.
- Referrals from the schools and/or other dental service provider for urgent, restorative and preventative dental care.

Medical Services

- Monthly school-based clinic staffed by a Clinic volunteer provider for students who face barriers to medical services
- Free medications for qualifying students (low income and uninsured)
- Limited laboratory services
- Referral to appropriate resources

Other

- Name the School District as an additional insured on a policy with a limit of at least \$1,000,000 per occurrence. Provide Certificates of Insurance evidencing all coverages, limits and endorsements required pursuant to this Agreement within ten (10) days of execution of this Agreement and on an annual basis thereafter.
- The Clinic and School District agree to attempt to mutually resolve any issues raised by either party in a timely manner.

The School District will provide the following:

Space Within the School Day

- A private room for mental health therapy sessions.
- A private room for medical exams for 2 hours per month.

Referrals

- Referrals from teachers, social workers, administrators, school nurses, and other entities such as Fernbrook and Children's Dental Health, provided that parental informed written consent is received for such referrals.
- Send home parent consent forms

Other

- The Clinic and School District agree to attempt to mutually resolve any issues raised by either party in a timely manner.