

**CARE Clinic
And
Red Wing Public Schools
Memorandum of Understanding
7/1/21 through 6/30/21**

This Memorandum of Understanding (MOU) is an agreement between Community, Access, Resources, Education Clinic (CARE 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, 2021 through June 30, 2022.

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 11. 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. CARE Staff

It is expressly understood that CARE Clinic is an independent provider and not an employee or agent of the District. The personnel from CARE Clinic who provide services pursuant to this MOU are employees of CARE Clinic and are under the sole management and control of the CARE Clinic. The School District shall not have any responsibility for supervision of the CARE Clinic employees or the services provided by CARE Clinic employees. CARE Clinic will provide the District the names and professional titles of all CARE Clinic employees who provide services on District property, as well as the school location and schedule for each CARE Clinic employee. CARE 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. CARE 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 CARE Clinic employees, from District property at any time.

3. Responsibilities of Parties

Pursuant to this MOU, CARE Clinic 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
The CARE 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 CARE Clinic guidelines, but the School District shall not make a referral to CARE Clinic or provide any non-public student data to CARE Clinic unless the student's parent (or student over 18) provides express written consent for such a referral or disclosure. CARE Clinic is responsible for complying with all state and federal laws and regulations regarding consent for services.
6. Treatment and Use of Private Data
CARE 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 CARE Clinic without the informed written consent of a parent/guardian or student 18 or over. All private data received by CARE Clinic and that is thereafter stored, used, maintained, or disseminated by a member of CARE 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 CARE Clinic will comply with those requirements as if they were a government entity.

Members of the CARE 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 CARE 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 CARE 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 express written consent for a student's private data to be disclosed by CARE Clinic to another person or entity. The CARE 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 CARE Clinic 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 the CARE Clinic's performance of this MOU, provision of services, or use of School District property, or from any act or omission to act by CARE 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, CARE Clinic shall defend the School District, at CARE Clinic 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. The CARE Clinic agrees to have and keep in force, at the expense of the CARE Clinic, liability insurance with terms acceptable to the School District. The CARE 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 CARE 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 CARE 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 CARE Clinic Family Center 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:

Karsten Anderson
Superintendent
Red Wing Public Schools

Date: _____

Jon Huemoeller, MSW, LICSW
Chief Executive Officer,
CARE Clinic Family Center

Date: _____

Appendix A 2021-22

The CARE Clinic will provide the following:

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

The CARE 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)
- Referrals from the schools and Children's Dental Health Services (CDHS) to the CARE Clinic for urgent, restorative and preventive dental care

Medical Services

- Monthly school-based clinic staffed by a CARE 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 CARE 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 between 12-3 pm on Tuesdays.
- 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 consent is received for such referrals.
- Send home parent consent forms

Other

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