



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Lester Park (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a national background search.
7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).



8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two years.
9. Ensure that at least one key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the 10th of each month, following the Backpack Program distribution month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).
6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
8. Support fundraising and marketing efforts which will ensure long-term program sustainability.



E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Sue Lehna - Principal
Program Partner Signature (Principal or Executive Director)

11-2-18
Date

SUE LEHNA
Printed Name

Principal
Title

Make sure to read and sign the National Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org



Wm Gronseth

11/6/18

Wm Gronseth

Supt



National Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *National Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a national background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Procedure

It is the responsibility of the Program Site to perform and verify the following background checks as a minimum:

- Social Security History to assure proper identification
- National Sexual Offender search
- Criminal History record search

Second Harvest Northern Lakes Food Bank reserves the right to see proof of the completed background searches on program staff and volunteers during routine site inspections.



Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the National Background Search Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a National Background Search as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

Sue Lehna
 Program Partner Signature (Principal or Executive Director)

11-2-18
 Date

SUE LEHNA
 Printed Name

Principal
 Title

Names of staff or volunteer(s) helping with program:	Staff	Volunteer
Julie Davern	✓	
Ron Lake	✓	

Se William Gronseth
 William Gronseth
 Superintendent

equal opportunity provider and employer.



UNIVERSITY OF MINNESOTA
AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
 between
Regents of the University of Minnesota
 through its Department of Social Work, University of Minnesota Duluth (“University”)
 and
Duluth Public Schools (“Affiliate”)

WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION (“Agreement”), effective November 1, 2018 through October 31, 2023 (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate’s sites for certain University students enrolled in the program, the parties agree as follows:

1. Description of Affiliation.

1.1 With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.

1.2 Contact Information:

<u>Affiliate:</u> <u>Duluth Public Schools</u> <u>Attn: Bill Gronseth</u> <u>215 N. 1st Avenue East, Rm 213</u> <u>Duluth, MN 55802</u> <u>Phone: 218-336-8752</u> <u>E-mail: william.gronseth@isd709.org</u>	<u>University:</u> <u>University of Minnesota</u> <u>Attn: Sara Lien</u> <u>220 Bohannon Hall</u> <u>1207 Ordean Court</u> <u>Duluth, MN 55812</u> <u>Phone: 218-726-8353</u> <u>E-mail: liensara@d.umn.edu</u>
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2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 University and Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The persons responsible for the liaison will jointly plan for:

- a. Selection, assignment and orientation of students;

- b. Periodic review and preparation of objectives for the instructional program; and
- c. Evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the student's participation at Affiliate site(s). Affiliate liaison will consult University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either Affiliate or University and neither party shall have responsibility for payment of workers' compensation benefits to the student.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties agree to review this Agreement periodically to ensure that it meets with University's curriculum requirements, as well as the standards of the accrediting agency. Additionally, the parties shall evaluate the operations and effectiveness of this Agreement. Modifications to this Agreement shall be made pursuant to section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.

2.2. University Responsibilities.

2.2.1 University shall assume overall responsibility for the general educational experience of students assigned to Affiliate, which responsibility includes the following:

- a. Determination of educational goals for each student;
- b. Establishing prerequisite criteria for placement of students with Affiliate;
- c. Determination of completion of the assignment;

- d. If required, educational goals and objectives for the students in the program are outlined in Attachment _____;
- e. Provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. Final evaluation of student performance; and
- g. If Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, then Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 For students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, the students will be required to provide proof of immunization for measles (rubeola), mumps and rubella or positive titre; annual influenza; chicken pox (varicella), documented positive history, or positive titre; pertussis; hepatitis B series or documented immunity; and evidence of annual tuberculosis test or a statement from a provider stating that the student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 At the request of Affiliate, University will require students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the affiliation.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

2.3. Affiliate Responsibilities.

2.3.1 Affiliate shall assume full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate agrees to provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate

will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate agrees to identify and provide University with current copies of any policies and procedures at the clinical site, which apply to the educational experience of the students.

2.3.5 Affiliate agrees to render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students' clinical experience under this Agreement. As set forth in section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during this affiliation.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University's records is required by Affiliate to perform its responsibilities under this Agreement.

3. Liability Insurance and Indemnity

3.1. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University students for activities performed within the course and scope of their duties under this agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, the University will provide a certificate of insurance evidencing such coverage.

3.2. The University agrees to defend, hold harmless, and indemnify the Affiliate, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the University, its employees, agents, or representatives (including students) during the performance of its obligation under this agreement. The University's liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

3.3. The Affiliate shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate.

3.4. The Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, or representatives, during the performance of its obligations under this agreement.

4. Financial Terms. (Check appropriate financial description.)

Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment _____.

None

5. Other Terms.

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.

5.3 This Agreement supersedes all other affiliation agreements between University and Affiliate for the above-named program.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.

5.6 Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

IN WITNESS WHEREOF, the authorized representative(s) of the parties hereto execute this Agreement as follows:

Regents of the University of Minnesota	Affiliate
By: _____ Name: _____ Title: _____ Date: _____	By: <u>Catherine Ekison</u> Name: <u>Catherine Ekison</u> Title: <u>CFO</u> Date: <u>11/26/18</u>
By: _____ Name: <u>Scott Carlson</u> Title: <u>Associate Dean, CEHSP</u> Date: _____	
By: _____ Name: <u>Fernando Delgado</u> Title: <u>UMD Exec Vice Chancellor of Academic Affairs</u> Date: _____	

NOTE: This Agreement should be executed by Affiliate before University representatives begin the execution process.