

**MEMORANDUM OF UNDERSTANDING
BETWEEN NORTHWOOD CHILDREN'S SERVICES AND DULUTH
SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Northwood Children's Services, a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Northwood Children's Services and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to have Day Treatment and mental health services available on site at its schools:

WHEREAS, Northwood Children's Services desires to locate day treatment programs and mental health therapists at Duluth school buildings to provide mental health services such as day treatment programming, assessments, psychotherapy, and consultation;

Therefore, Northwood Children's Services and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of Northwood Children's Services and Duluth School District

It is understood that Northwood Children's Services and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Northwood Children's Services day treatment and community mental health provider

Students served by Northwood Children's Services are clients of Northwood Children's Services, subject to the same rights and responsibilities as clients served in Northwood Children's Services settings.

Northwood Children's Services will;

1. Meet with Duluth Schools administration staff to plan a system of day treatment and mental health service delivery
2. Locate day treatment program(s) and therapist(s) at Duluth schools in order to provide day treatment mental health services
3. Employ and be responsible for its case managers, practitioners and therapists placed at Duluth schools.
4. Maintain appropriate professional liability insurance
5. Accept "requests for services" from school district staff with final placement decisions determined by Northwood Children's Services

6. Share student/client information with school staff as needed and with the consent of the student/responsible parent.
7. Obtain parental permission to provide mental health services
8. Maintain and own mental health records of students served
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. The School district shall not be responsible for the cost of services delivered by Northwood Children's Services.
10. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

Role of Duluth School District

1. Meet with Northwood Children's Services administration staff to plan a system of day treatment and mental health service delivery.
2. Provide Northwood Children's Services day treatment programs and therapists with appropriate, private space, access to fax machines, printer, and telephones.
3. Inform school staff of Northwood services available and work with Northwood Children's Services staff to develop a system to identify and refer students that may be in need of day treatment/mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by Northwood Children's Services. Final service delivery decisions are made by Northwood Children's Services.
4. Meet periodically with Northwood Children's Services administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 4/5/12 and will continue through 7/30/15. This MOU will renew for one year periods effective 7/30/12 unless either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Northwood Children's Services and Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Northwood Children's Services and Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

Signed: _____

Richard Wolleat, President & CEO, Northwood Children's Services

Date: _____

8/20/12

Signed: _____

William Hanson, Chief Financial Officer, ISD #709

Date: _____

8/24/12

Affiliation Agreement

Dietetics Internship

Food Science and Human Nutrition Department

College of Human Sciences and College of Agriculture and Life Sciences

224 MacKay Hall

Iowa State University of Science and Technology

Ames, IA 50011

and

Duluth School District - ISD 709

Child Nutrition

215 N ~~1st Ave East, Duluth, MN~~ 55802

AFFILIATION AGREEMENT

This Affiliation Agreement is entered into between the Dietetic Internship located at Iowa State University of Science and Technology ("ISU"), within its Colleges of Human Sciences and of Agriculture and Life Sciences, and the Department of Food Science and Human Nutrition, located at Ames, IA, and
Duluth School District ISD 709 ("Affiliated Facility") located at 215 N. 1st Ave. East
Duluth, MN 55802

PURPOSE

The purpose of this Affiliation Agreement is to form an agreement with a facility that is committed to providing desirable dietetics learning experiences and facilities for ISU Interns enrolled in its Dietetic Internship Program. This Affiliation Agreement will establish a cooperative relationship between ISU and the Affiliated Facility and outline the responsibilities of the cooperating parties as they contribute to the learning experience of Interns who benefit from, and participate in, the ISU Dietetic Internship Program in a safe and responsible manner.

TERMS

THEREFORE, in consideration of the mutual promises and agreements contained in this Affiliation Agreement, ISU and the Affiliated Facility agree as follows:

I. JOINT RESPONSIBILITIES

- a. The performance experiences will cover a period of time agreed on and arranged by ISU faculty supervising the Dietetic Internship and preceptors in the Affiliated Facility. The beginning date and length of experience shall be mutually agreed upon prior to the beginning of the affiliation.
- b. Both parties agree that there shall be no discrimination on the basis of marital status, race, color, sex, age, religion, sexual orientation, gender identity, disability, national origin or status as a U.S. Veteran pertaining to any experiences during the Dietetic Internship.
- c. ISU faculty and the staff of the Affiliated Facility agree to establish performance objectives and experiences, devise methods for their implementation, and determine the effectiveness of these experiences by ongoing methods of evaluation.
- d. ISU faculty and the staff of the Affiliated Facility agree to maintain communications, cooperate in the development of educational experiences for the Dietetic Internship and review and evaluate the rules and the regulations necessary for the success of the program in the Affiliated Facility upon request.
- e. The Affiliated Facility agrees to indemnify and hold harmless Iowa State University, the Board of Regents, State of Iowa, its officers, agents and employees for any damages including claims, demands, losses, and costs occurring during the course of a required placement in the clinical experience arising out of the negligent acts or omission of the Affiliated Facility or any of its agents, officers, or employees.
- f. To the extent permitted by law under the Iowa Tort Claims Act, Iowa Code Chapter 669, (<http://www.legis.state.ia.us/IACODE/Current/>), Iowa State University agrees to indemnify and hold harmless the Affiliated Facility for any damages, losses, claims or demands arising out of the Negligent acts or omissions of the Iowa State University employees, officers, or agents.
- g. Interns are not employees of either Iowa State University or the Affiliated Facility and are not entitled to any employee benefits or compensation of either party which includes not providing Worker's Compensation coverage.
- h. Both parties will instruct their respective faculty, staff, and participating Interns to maintain confidentiality of student and patient information as required by law, including the Family Educational Rights and Privacy Act

(FERPA), and the Health Insurance Portability Accountability Act (HIPAA) and by policies and procedures of ISU and the Affiliated Facility.

- i. In accordance with HIPAA regulations the ISU Dietetic Interns are considered part of the Affiliated Facility's workforce as defined in 45 CFR 160.103 because Interns are trainees under the direct control of the facility even though they are not compensated nor employees of the Affiliated Facility and therefore Interns are subject to the Affiliated Facility's policy and procedure including Confidentiality of patient records and HIPAA Regulations and it is the responsibility of the Affiliated Facility to train the intern on its specific policy and procedure.
- j. It is agreed that ISU is not a "Business Associate" of the Affiliated Facility as that term is defined by HIPAA and its accompanying regulations. Neither ISU nor the Intern is engaged in performing or assisting the Affiliated Facility in performing any of the Business Associate functions that are listed in the HIPAA Regulations, 45 CFR §160.103. The ISU Dietetic Internship Program is considered part of "health care operations" under HIPAA Regulations, 45 CFR §164.501.
- k. Either party may require the immediate withdrawal of any Intern from the clinical area whose conduct has a detrimental effect on patients or personnel of the Affiliated Facility.

II. RESPONSIBILITIES OF THE ISU FACULTY

- a. ISU faculty will notify the supervisors in an Affiliated Facility of the planned schedule of Intern assignment to the facility. The Intern's name, previous academic preparation, and length and dates of the planned experience will be provided to the facility before the experience begins.
- b. ISU faculty will make a reasonable effort to initiate a criminal background check of the Intern assigned to the Affiliated Facility. The result of the criminal background check may be obtained by the Affiliated Facility upon request. If any information is uncovered that would indicate a record of abuse or neglect or a felony conviction, ISU faculty shall notify the Affiliated Facility and decisions may be made that prevent the Intern from direct patient/client/employee access.
- c. Dietetic Internship faculty will require the assigned Interns to comply with the rules and regulations which are applicable to her/his performance in the Affiliated Facility. These would include:
 - i. Following the administrative policies, standards, and practices and regulations, including dress code, of the Affiliated Facility.
 - ii. Providing his or her own transportation and living arrangements while attending the Affiliated Facility.
 - iii. Providing his or her own health and accident insurance and provide documentation of such coverages to the Affiliated Facility upon request.
 - iv. Professional liability insurance coverage is maintained by the ISU Dietetic Program in the amounts of \$1 million individual and \$3 million aggregate using an "A" rated company.
 - v. Providing documentation of any health screening reports, immunizations, criminal background checks, liability insurance coverage or similar documentation as requested by the Affiliated Facility.
- d. The Dietetic Internship faculty will supply or work with the Affiliated Facility to prepare appropriate forms or arrange conferences that will be used in evaluating the performance of the assigned Intern.
- e. ISU Dietetic Internship faculty will assign only Interns to the Affiliated Facility who have satisfactorily completed the designated prerequisites as determined by the curriculum.

III. RESPONSIBILITIES OF THE AFFILIATED FACILITY

- a. The Affiliated Facility shall provide the Dietetic Internship Intern with an orientation that includes: a copy of the pertinent rules and regulations with which the Intern is expected to comply, a tour of the facilities where the Intern will be learning, the philosophy of patient care at the Affiliated Facility, and other topics that will allow

the Intern a quality learning experience during the internship to the benefit of the Affiliated Facility, ISU and the Intern.

- b. The Affiliated Facility shall maintain full administrative and supervisory responsibility for the quality of care given patients and maintain administrative responsibility in so far as a Intern's presence affects the operation of the Affiliated Facility and/or direct or indirect care of patients/clients/employees.
- c. The Affiliated Facility shall provide observational opportunities and practical experiences to benefit the learning of Intern and agrees to adhere to the Internship policy that "Students in supervised practice programs shall not routinely replace employees except for planned professional staff experiences."
- d. The Affiliated Facility shall provide a supervised program of dietetics experience and maintain complete records pertaining to each Intern's performance. Written evaluations will be provided to the Dietetic Internship faculty using the forms described in IId.
- e. Preceptors in the Affiliated Facility will be provided with time to plan, implement, and evaluate the Intern experiences and, when feasible, attend relevant conferences with or about Interns.
- f. In the event of an emergency, or other health care or medical needs, the Intern may be treated in the Affiliated Facility emergency department. If necessary, arrangements for transportation to another medical facility will be made. The cost of transportation and all medical treatment will be borne by the Intern.
- g. Upon reasonable request by ISU, the Affiliated Facility will permit the inspection of the facilities, services available for learning experiences, Intern's records, and such other items pertaining to the Dietetic Internship Program.

IV. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- a. This agreement shall be effective 9/2012 and automatically renewed unless otherwise terminated by one of the parties.
- b. This agreement may be revised or modified by written amendment when both parties agree to such amendment.
- c. This Affiliation Agreement will be terminated 90 days after a written notice to the below named person by registered mail from either party. This agreement may also be terminated by either party for cause after providing the other party 30 days to cure the deficiency in performance under this Affiliation Agreement. Any Intern currently placed with an Affiliated Facility shall be permitted to complete the placement unless the Intern is personally responsible for the reason termination is requested.

V. MISCELLANEOUS PROVISIONS

- a. This Affiliation Agreement shall be governed by, and construed in accordance with, the laws of the state of Iowa, which shall be the forum for any lawsuits arising from and incident to this Affiliation Agreement.
- b. The contact persons for any notices required by this Affiliation Agreement are as follows:

For ISU: Jean A. Anderson (515) 294-7316

For AFFILIATED FACILITY: Pamela Bowe R.D., L.D. 218-336-8707

IN WITNESS WHEREOF, the authorized representatives of ISU and the Affiliated Facility have caused this Affiliation Agreement to be executed on the date listed with the representative's signature.

AFFILIATED FACILITY: Duluth School District - ISD 709

William Hanson
Name (Signature)

Date: 8/7/12

William Hanson
(Printed Name)

Director of Business Service
Title

Name (Signature)

Date: _____

Pamela Bowe R.D. L.D.
(Printed Name)

Child Nutrition Supervisor
Title

DIETETICS INTERNSHIP: IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

Pamela J. White, PhD
Dean, College of Human Sciences

Date: _____

Jean Anderson, MS, RD, LD
Dietetic Internship Director

Date: _____

Ruth MacDonald, PhD, RD
Food Science & Human Nutrition Department Chair
OR
Cheryll Reitmeier, PhD
Food Science & Human Nutrition Department Associate Chair

Date: _____

IOWA STATE UNIVERSITY
OF SCIENCE AND TECHNOLOGY

Dietetics Programs
Department of Food Science
and Human Nutrition
220 MacKay Hall
Ames, Iowa 50011-1123
515 294-4436
FAX 515 294-6193

Thank you for allowing your facility's Registered Dietitians and other professional staff members to participate as experience site preceptors for the Iowa State University (ISU) Dietetic Internship (DI). Your staff will help provide the approved pre-professional, supervised practice experiences needed by the intern to become Academy of Nutrition and Dietetics registration eligible.

Please be assured that:

- Professional liability insurance is maintained on our students by the ISU Dietetic Program in the amounts of \$1 million individual and \$3 million aggregate using an "A" rated company. A copy of the insurance policy will be forwarded upon request. The Risk Manager for ISU is Deborah L Sunstrom, dlsunst@iastate.edu. No claims have been filed against any of the many ISU dietetic interns in the past.
- The intern is required to carry his/her own health insurance and auto insurance and proof of such coverage is maintained in the intern's permanent record.
- The intern must provide a completed health/medical examination form, which includes immunization records and proof of TB testing and proof of such coverage is maintained in the intern's permanent record.
- The intern is required to be certified in HIPAA, CPR, First Aid, and Universal Precautions (Bloodborne Pathogens) and proof of such coverage is maintained in the intern's permanent record.
- The ISU DI makes a reasonable effort to ensure criminal and abuse background checks for incoming ISU interns using a national company is completed. The search includes a "Joint Commission Package" and, for those interns located in the state of Iowa, a child/elder abuse registry check. The results of the checks will be maintained in the intern's placement file; of course, if anything questionable is found, appropriate preceptors will be informed and necessary steps taken.
- The intern will have specific assignments and project goals and objectives that s/he is to complete throughout the internship. S/He will provide these to you upon request. Information about the ISU DI may be found on our website: <http://www.dietetics.iastate.edu/>

The Affiliation Agreement should be signed between your facility and ISU prior to the intern's start date. One copy will be returned for your records. Our university lawyers can assist in finding language agreeable to both parties, so please do not hesitate to contact our Program Assistant Anne Packard (apackard@iastate.edu) with questions.

Thank you for providing the opportunity for dietetic interns to complete the supervised practice requirements!

Sincerely,



Jean Anderson MS, RD, LD
Iowa State University Dietetics Internship Director

**Memorandum of Agreement
Between
Children's Dental Services (CDS)
And
Duluth
School District
Regarding
School-Based Dental Clinics**

This Memorandum of Agreement is designed to formalize the continuing relationship between Children's Dental Services (CDS), hereinafter referred to as CDS and the Duluth School District, hereinafter referred to as DSD, regarding the operation of school-based dental clinics (SBDC).

Terms of Agreement

1. DSD agrees to provide the following at no cost to CDS at each of the schools where clinic services are provided:
 - Space as renovated and presently defined including reception area, examination rooms, shared bathrooms, conference rooms, offices, and storage. When possible and at the discretion of each Principal, CDS will have access to conference rooms.
 - All utilities.
 - Routine maintenance and repairs (e.g. light bulbs, windows, ceiling tiles, towels, toilet paper).
 - Rubbish removal (non-hazardous waste).
 - Custodial and housekeeping services.
 - Access to the internet and phones at each site.
 - Printing and inclusion of CDS parental consent form and other brochures in each school's annual "back to school" mailing.

2. CDS will provide the following at no cost to DSD:
 - Comprehensive school-based dental center services as defined in the consent form and in compliance with CDS policies.
 - Dental care and equipment and supplies (pharmaceuticals, laboratory and medical) for use in care.
 - Proper maintenance and disposal of hazardous waste.
 - Appropriate staffing for the dental care (with training and licensing as required by law).
 - Supervision of dental staff.
 - All billing responsibilities.
 - Dental malpractice insurance for all appropriate staff.
 - All dental equipment installed is the property and responsibility of CDS. It remains property of CDS should the agreement end, and all repairs and maintenance of the dental equipment are the responsibility of CDS.

WCS

CDS agrees to annually provide a parental consent form for the back-to-school mailing at the schools.

3. CDS agrees to add the following language to parent consent forms:
“Duluth School District may give information about your child’s class schedule to Children’s Dental Services”.
4. CDS and DSD mutually give permission to include names and other descriptive information about CDS on-site dental care in their respective catalogs, brochures and correspondence, naming CDS as the entity operating the dental care, and the _____ is the host and collaborating agency for the dental care.
5. CDS agrees that it has complete operational responsibility over the provision of dental care. This responsibility includes securing funding, and adjusting staffing levels or hours of operation according to school hours.
6. CDS will protect the confidentiality of any and all information received from students who seek services at the children’s dental clinic unless disclosure is necessary for the health and safety of the student and/or other persons.
7. CDS and DSD staff will work cooperatively. This includes collaboration whenever possible between clinic staff and school nurse/school social worker in addressing student needs.
8. Either DSD or CDS may terminate this Agreement with or without cause upon at least ninety (90) days written notice to the other party. However, if an academic semester has commenced or is within sixty (60) days of commencing, such notice of termination shall not be effective until completion of said semester. Semester and end of year is defined by the high school calendar.
9. This agreement will commence on September 4, 2012 and expire on August 31, 2017.
10. This Agreement constitutes the entire understanding and Agreement between CDS and DSD with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.
11. This Agreement may be amended only in writing signed by all the parties hereto.
12. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons and the addresses set forth at the end of the contract. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three (3) business days after posting, if sent by registered or certified mail:
13. The laws of the State of Minnesota shall govern this Agreement.

- 14. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between DSD and CDS. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.
- 15. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.
- 16. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.
- 17. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.
- 18. CDS and DSD shall indemnify and defend each other with respect to claims made by third parties concerning the respective performance of the matters referenced herein.

The Parties hereby cause this instrument to be executed by their duly authorized officers:

 Sarah Wovcha
 Executive Director,
 Children's Dental Services
 636 Broadway Street NE
 Minneapolis, MN 55413
 (612) 746-1530

Date

Superintendent of Schools

Date