

MEMORANDUM OF UNDERSTANDING
between
Rutgers University School of Health Professions
Department of Rehabilitation and Movement Sciences
and the
Newark Board of Education

The terms and conditions in this Memorandum of Understanding (“MOU”) reflect agreement between **Rutgers, The State University of New Jersey, on behalf of its Rutgers Biomedical and Health Sciences School of Health Professions** located at 65 Bergen Street, 7th Floor – Newark, New Jersey 07101 (“Partner”) and **THE NEWARK BOARD OF EDUCATION** (the “Board”) located at 765 Broad Street, Newark, NJ 07102.

WHEREAS, Partner is licensed and registered in the State of New Jersey to engage in the business of providing assessment, diagnosis, and treatment services in speech-language pathology, occupational therapy, and physical therapy; and

WHEREAS, Partner’s staff has the education, certification, training and/or work experience in this area so as to be able to provide and/or remotely supervise these services responsibly; and

WHEREAS, the Board voluntarily desires to allow Partner to provide such services to the Board; and

WHEREAS, the Partner has established an approved clinical program of special training in physical, occupational, and/or speech-language therapy covered by this MOU (herein referred to as the “Program”); and

WHEREAS, the Program requires facilities where students can obtain the clinical learning experience required in the curriculum; and

WHEREAS, the Board oversees schools (“Facilities”) located throughout Essex County that have a clinical setting needed by Program trainees as part of their practical learning experiences;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this MOU, the receipt and sufficiency thereof being acknowledged by both parties, the Board and Partner hereby agree as follows:

SCOPE OF SERVICES:

1. Clinical Placements

- A. The Board through its Facilities shall provide clinical instruction and supervision of Students by personnel qualified in Speech-Language Pathology, Occupational Therapy, and/or Physical Therapy who meet the standards of recognized professional accrediting agencies or state agencies and the stated objectives of the University. Designated Facility personnel and the University’s Program faculty shall jointly plan and evaluate the clinical experience.

- B. The Partner and the Board do not consider Students an employee of the Facility, but a student in the clinical education or independent study phase of his/her professional education.
- C. The Facility shall assume the responsibility for giving notice to patients and, where necessary, to the patient's parents or guardian of participation by Students in the teaching program and for obtaining any necessary consent for treatment from the patient and, where necessary, from the patient's parents or guardian.
- D. Facility placement locations, the number of students, their dates and hours will be scheduled in agreement with a designee at each participating school and each Program's Director of Clinical Education/Field-Work Coordinator.

2. Clinical Programs and Activities

- A. **Clinical Screenings:** Program Students under the direction of Program faculty will provide speech-language, hearing, and/or other developmental screenings relating to areas of graduate clinician training within designated Facilities. Screenings will be conducted approximately once per month on Friday mornings for 3-4 hours per session. Under this agreement, participating Facilities will be required to obtain any necessary consent for treatment from the patient and, where necessary, from the patient's parents or guardian. The Program will work closely with the Facility to identify those patients whom require referral to appropriate specialists for identified areas of need and to communicate this information to families/caregivers in a way that is sensitive and culturally responsive.
- B. **Clinical Programs:** Partner will work alongside participating Facilities to innovate clinical service models that meet needs identified by Facility staff. Such services could include speech-language supports targeting articulation and fluency, expressive or receptive language, reading and literacy, communication, and social pragmatics, as well as support for vocational training, activities of daily living, transition to adulthood, and executive functioning, among others. Services will be provided consistently throughout the course of a given academic semester at a schedule and frequency to be determined by the Facility and the Program's Director of Clinical Education/Field-Work Coordinator (e.g., weekly to monthly; 2-6 hours per visit). Such programs might take place within the structures of an existing Facility program (e.g., SLP support within a Preschool-Disabled classroom) or may be developed as a standalone program (e.g., afterschool recreational therapy). For any such clinical program or service provided, the Facility will be responsible to provide physical space and logistical support, while the Program commits to providing Faculty clinical supervision to Program Students engaged in the service opportunity.

ADDITIONAL TERMS

- 1. **New Jersey Law -** The MOU shall be governed by and construed in accordance with the

laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined in a court of competent jurisdiction in New Jersey.

2. Criminal History Background Checks - Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Partner must ensure that said background checks are performed no later than thirty (30) days after execution of this MOU. The services under this MOU shall not begin or proceed until Partner complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by Partner, and as such, serves as a basis for the Newark Board of Education to immediately terminate this MOU.

3. Funding - This MOU is not a commitment of funds. No monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the parties that the Board's voluntary participation in this MOU does not require any monetary payment of any kind from the Board in exchange for the services being provided by Partner, its subcontractor, agent or representative under this MOU.

4. Confidentiality – Partner and/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that any services are performed by Partner virtually using the internet or some other remote means of electronic transmission, Partner shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform.

5. Mutual Responsibilities Clause. To the extent permitted by law, and subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, Rutgers University shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this Contract. Rutgers University hereby releases the Newark Board of Education from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with Kean Universities performance of the obligations assumed by it or its employees, agents or officers pursuant to this

Contract.

To the extent permitted by law, and subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the Newark Board of Education shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of this Contract. The Newark Board of Education hereby releases the Kean University from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the Newark Board of Education performance of the obligations assumed by it or its employees, agents or officers pursuant to this Contract.

6. Term/Termination for Convenience – The term of this MOU shall be in effect for THREE year(s) for the 2021-2022, 2022-2023, and 2023-2024 school years. Either party may terminate the service provided by Partner at any time, without penalty and for convenience, upon thirty (30) days written notice to the other party.

7. Commercial Insurance - Partner shall procure and maintain for the duration of the MOU commercial insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of work hereunder by Partner, or its agents, representatives, employees or subcontractors. Partner represents and warrants that all work provided hereunder will be performed by persons who are licensed, certified and experienced to furnish the Board with these services. This MOU shall be contingent upon proof of insurance coverage for the entire term, notwithstanding that the Newark Board of Education may accept any in place of coverage at the time of the execution of this agreement which may be due to expire prior to the completion date of this agreement.

The Newark Board of Education is to be added as an **additional insured** but only as our interests may appear on all Certificates of Insurance as indicated below.

MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey and as indicated in I.5.1.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.

8. Independent Entities - None of the provisions of the MOU are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of the MOU. Neither of the parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other.

9. Compliance with local and federal laws – Both parties agree to comply with all federal, state, and local laws applicable to this MOU. Partner also agrees that it will not discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.

10. Compliance with Board Policies and Procedures - Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves and social distancing, weekly covid-19 testing or proof of full vaccination. Should any of Partner's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

11. Modifications - This MOU may only be amended or modified by mutual written consent of the parties.

12. Compliance Statement-

- A. In the performance of their obligations under this Memorandum of Understanding, the parties will comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the parties will observe and comply with the provisions relating to the federal Anti-kickback statute, set forth at 42 U.S.C. & 1320a-7b (b) ("Anti-Kickback Statute"), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. & 1395nn ("Stark Law").
- B. Nothing contained in this Memorandum of Understanding will be construed to require any Partner Staff (as that term is defined herein) to refer patients to the Board, nor will Partner track any referrals made by any Partner Staff, nor will any compensation paid by Partner to any Partner Staff performing services under this Memorandum of Understanding be related to the volume or value of referrals by such Partner Staff to the Board and such compensation will be consistent with fair market value as determined in arms'-length transactions.
- C. In no event will any payments, grants, or other funding from the Board to the Partner be based unlawfully, directly or indirectly, on the volume or value of referrals or other business generated between the parties.
- D. Each party represents and warrants that it will not violate the Anti-Kickback Statute or the Stark law, with respect to the performance of its obligations under this Memorandum of Understanding.

- F. To the extent that the compliance office of a party to this Memorandum of Understanding receives a report or otherwise has knowledge of an allegation that an employee of the other party has or probably has violated the Anti-Kickback Statute, the Stark Law or Federal False Claims Act with respect to the performance of its obligations under this Memorandum of Understanding, and the party believes such information to be reasonably credible, such party will report the probable violation to the compliance office of the other party.

IN WITNESS WHEREOF, Partner has caused these Certifications, Representations and Special Conditions to be signed by its authorized officer.

RUTGERS, THE STATE UNIVERSITY of New Jersey
on behalf of its Rutgers Biomedical and Health
Sciences School of Health Professions

NEWARK BOARD OF EDUCATION

By: _____
Date

Print Name: Steven Andreassen

Title: Chief of Staff

By: _____
Date

Dawn Haynes

Board President