

Rutgers – SHP Key Contract Provisions

PROVISIONS TO AVOID OR DELETE	PROVISIONS THAT MAY BE INCLUDED
<p>CHOICE OF LAW: The Memorandum of Understanding may not refer to any state’s law other than New Jersey. If the Facility will not agree to NJ law, then you must delete the provision.</p>	<p>The provision may refer to NJ law.</p>
<p>INDEMNIFICATION: The Memorandum of Understanding may not refer to any indemnification by Rutgers running to the other party.</p>	<p>An Indemnification provision that runs from the other party to Rutgers is acceptable. The other party may indemnify and hold Rutgers harmless from claims etc.</p>
<p>INSURANCE PROVISIONS: The Memorandum of Understanding must have two Insurance Provisions: One from Rutgers to the other party. One from the other party to Rutgers. The Memorandum of Understanding Templates include the standard provisions that should be used.</p>	
<p>STUDENT’S HEALTH INSURANCE/ IMMUNIZATIONS:</p> <ol style="list-style-type: none"> The Facility should agree to use Rutgers Policy on Health Insurance for Students. The Programs require that the Student provide his/her own health insurance policy. In addition, Rutgers provides Professional Liability insurance for students. The web address for Rutgers Policy on required Student Immunizations should be used in the MOU. If the Facility will not accept Rutgers Policy, the Student may have to agree to the Facility’s Policy. If this is the case, the MOU must place the responsibility on the Student for complying with the Facility’s Policy. An example of acceptable language is as follows: <p style="text-align: center;"><i>University Students are responsible for complying with the Facility’s policy on “student immunization and health requirements.”</i></p> Rutgers Office of Legal Management cannot review the Facility’s health or immunization policy to determine whether it satisfies Rutgers Policy. Rutgers cannot agree to satisfy any other state’s health requirements. References to another state’s health and/or immunization requirements must be deleted. 	

<p>CRIMINAL BACKGROUND CHECKS:</p> <p>1 The Facility should agree to use Rutgers Policy on Criminal Background Checks.</p> <p>2 The web address for Rutgers Policy on Criminal Background Checks should be used in the MOU. If the Facility will not accept Rutgers Policy, the Student may have to agree to the Facility’s Policy. If this is the case, the MOU must place the responsibility on the Student for complying with the Facility’s Policy. An example of acceptable language is as follows:</p> <p><i>“University Students are responsible for complying with the Facility’s policy on “criminal background checks.”</i></p> <p>OR</p> <p><i>“If the Facility requires evidence of criminal background checks for students engaged in training at the Facility, the Facility agrees that it will either permit University Students to participate in training pursuant to this Agreement, based on the University’s statement, upon request by the Facility, that a criminal background check deemed favorable to the University has been completed or the Facility shall conduct its own criminal background check on each student at its sole expense.”</i></p> <p>3. Rutgers Office of Legal Management cannot review the Facility’s criminal background check policy to determine whether it satisfies Rutgers Policy.</p> <p>4. Rutgers cannot agree to satisfy any other state’s criminal background check requirements. References to another state’s criminal background check requirements must be deleted.</p>	
<p>RUTGERS FACULTY SUPERVISION AND SUPERVISION ON SITE AT THE FACILITY.</p> <p>1. Check your Program. If no Rutgers Faculty will be on-site, then Rutgers cannot agree that Rutgers Faculty will supervise students on site at the Facility. Students must delete any reference to Faculty supervising students On-Site at the Facility.</p> <p>2. Students must make sure that any reference to Rutgers Faculty supervising Students does not commit the Faculty to do anything more than “supervise.”</p>	<p>It is better if the Facility states that it will control and supervise the Student.</p>

<p>NOTICE PROVISIONS. The Memorandum of Understanding should make sure that the Facility's name, address, telephone and fax numbers and a contact person are listed somewhere in the document, preferably on Page 1 and/or in a Notice Provision.</p>	
<p>HIPAA CONFIDENTIALITY PROVISIONS. The Memorandum of Understanding should include a provision that both parties agree to maintain the confidentiality of patient personal health information. Rutgers is a Covered Entity under the HIPAA law. Thus, Rutgers does not have to sign Business Associate Agreements with any other health care provider for this purpose. The Memorandum of Understanding should delete any reference to signing the Facility's Business Associate Agreement.</p>	
<p>STATE HEALTH CARE LAWS: Rutgers will only agree to comply with federal and New Jersey's health care laws. The Memorandum of Understanding must delete any reference to another state's health care laws.</p>	
	<p>DEFINED TERMS: If the Memorandum of Understanding uses a term, make sure that the term is defined in the body of the agreement.</p>
<p>TERM OF THE AGREEMENT: The Memorandum of Understanding should give a definitive begin and end date. The contract may provide that it continue for successive years. These agreements should not continue forever, however.</p>	
	<p>COMPLIANCE LANGUAGE. This language is required by Rutgers obligations under the Corporate Integrity Agreement with the federal Department of Health & Human Services' Office of Inspector General and must be included.</p>