

MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTCLAIR STATE UNIVERSITY  
AND  
UNION TOWNSHIP SCHOOL DISTRICT

THIS AGREEMENT by and between MONTCLAIR STATE UNIVERSITY, herein MSU, a public institution of higher education in the State of New Jersey with its principal place of business at Montclair, New Jersey 07043 and UNION TOWNSHIP SCHOOL DISTRICT, herein the Facility, with its principal place of business at 2369 Morris Avenue, Union, NJ 07083.

RECITALS

WHEREAS MSU, through its Department of Health and Nutrition Sciences is desirous of providing training of its students for the development of excellence as future dietetic professionals, specifically students enrolled in the Dietetic Internship; and

WHEREAS the Facility is desirous of providing a practicum environment for such MSU students through service at its practice:

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, MSU and the Facility agree as follows:

1. Scope. Under this agreement, MSU shall provide students to serve in a practical educational environment provided by the Facility.
2. MSU Responsibilities. MSU agrees, under the terms of this agreement to:
  - a. Be responsible for didactic preparation for the field experience;
  - b. Select and assign an agreed upon number of students in accordance with the facility's placement requirements and agreed-to-schedule;
  - c. Maintain the personal records of students necessary for conducting their education, and to provide the facility with forms for the evaluation of the students;
  - d. Withdraw any MSU student from the Facility when the student is found unacceptable by the Facility for reasons of health, performance or other reasonable causes;
  - e. Assign a program director to act as liaison between the student, MSU and the Facility. The program director will act as an advisor for the experience;
  - f. Ensure that each student submit to MSU a completed Health Examination Form (Attachment A) to be retained by MSU and reviewed by the Facility upon request;
  - g. Ensure that each MSU student has a professional liability insurance policy covering the student for \$1,000,000 for each incident and \$3,000,000 aggregate, a

copy of which shall be provided to the Facility prior to the beginning of the practicum experience (Attachment B);

h. Provide training on the requirements imposed by the Health Insurance Portability and Accountability Act;

i. Ensure that each MSU student has a criminal background check as required by The Joint Commission (TJC) which will be made available to facilities;

j. Confidentiality. MSU agrees that its students shall keep any and all patient records and information completely confidential by refraining from distributing or otherwise disseminating any information regarding patients of the Facility, irrespective of how that information was obtained.

3. Facility Responsibilities. The Facility agrees under the terms of this agreement to:

a. Plan and implement meaningful and appropriate learning experiences aimed at the achievement of the objectives of this phase of the Dietetic Internship.

b. Provide supervision by a registered dietitian or other qualified practitioner.

c. Orient the students to all applicable policies, procedures and rules of the facility.

d. Provide final evaluations of the student's performance, and a mid-experience evaluation if the rotation is longer than one week.

e. Provide facilities, equipment and supplies needed for the educational experience.

f. Arrange for emergency health care to students. Students will be individually responsible for the fees for such care.

g. Provide information which may be needed by MSU to comply with accreditation standards.

h. Notify the University immediately in the event of an emergency or problem which may threaten a student's successful completion of the field experience.

4. Length of Agreement and Termination. This agreement shall be effective when signed by both parties and is intended to continue until terminated by one of the parties. This agreement can be terminated by either party for any reason upon at least thirty days written notice to the other party, provided, however, that all MSU students enrolled in a practicum under this agreement at the time of such notice shall be allowed to complete their field experience prior to the termination of the program.

5. Non-Discrimination. Both parties agree that they are equal opportunity/affirmative action institutions and do not discriminate on the basis of sex, age, race, religion, color, national origin, or physical disability. Both parties further agree specifically to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

6. Indemnification. The Facility agrees to indemnify, defend and hold harmless MSU from and against any and all liability, losses, damages, claims, causes of action, costs or expenses arising out of the performance of this Agreement and caused by or resulting from the negligent acts or omissions of the Facility, its agents, servants or employees.

7. Applicable Law. This Agreement shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:13-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

8. Amendments. This agreement may only be amended by mutual agreement of the parties which shall be set forth in writing and signed by both parties.

9. Assignment. Neither party shall assign or transfer any interest under this agreement without the express written consent of the other party.

10. Entire Agreement. Both parties to this Agreement confirm that they have read this Agreement, understand it and agree to be bound by its terms. Both parties further agree that this written instrument is the complete and exclusive statement of their agreement which supersedes all prior statements, oral or written, relating to the subject matter of this agreement.

IN WITNESS THEREOF, MONTCLAIR STATE UNIVERSITY AND UNION TOWNSHIP SCHOOL DISTRICT do hereby execute this Agreement in duplicate originals on the date set forth below by their duly authorized representatives.

Date: \_\_\_\_\_

\_\_\_\_\_  
Tamara Lucas, PhD  
Acting Dean, College of Education and Human  
Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative of  
Union Township School District

Attachment A



**MONTCLAIR STATE**  
**UNIVERSITY**

**Dietetic Internship  
Health Examination Form**

Dear Physician/Healthcare Provider:

In order to participate in the Dietetic Internship at Montclair State University, this Health Examination Form must be completed and signed by the intern's physician or healthcare provider.

INTERN'S NAME \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_  
Last First M.I.

ADDRESS \_\_\_\_\_ Telephone \_\_\_\_\_

**1. TO BE COMPLETED BY HEALTHCARE PROVIDER:**

Height \_\_\_\_\_ Weight \_\_\_\_\_ Pulse \_\_\_\_\_ B.P. \_\_\_\_\_

General Appearance \_\_\_\_\_

Skin \_\_\_\_\_ HEENT \_\_\_\_\_ ROM \_\_\_\_\_

Lungs \_\_\_\_\_ Heart \_\_\_\_\_ Back \_\_\_\_\_

Abdomen \_\_\_\_\_ Extremities \_\_\_\_\_ Deformities \_\_\_\_\_

Comments \_\_\_\_\_

**2. RESULTS OF RECENT BLOOD TESTS FOR IMMUNE STATUS:**

**Required: Attach copy of lab work with immune titers for the following:**

(Titers not necessary if 2 doses of MMR & Varivax vaccinations given within the past 6 months. Must submit dates for each dose.)

Measles \_\_\_\_\_ Mumps \_\_\_\_\_ Rubella \_\_\_\_\_

Varicella \_\_\_\_\_ Hepatitis B\* \_\_\_\_\_

\*If not immune and Hepatitis B vaccination waived, complete Waiver Form.

**3. 2-STEP MANTOUX TEST WITHIN PAST SIX (6) MONTHS:**

1. Date administered \_\_\_\_\_ 2. Date administered \_\_\_\_\_

Date Read \_\_\_\_\_ Date Read \_\_\_\_\_

Read by \_\_\_\_\_ Read by \_\_\_\_\_

Mm. induration \_\_\_\_\_ Mm. induration \_\_\_\_\_

**Chest x-ray within past year if PPD is positive (please include report) or if you have symptoms:** Date \_\_\_\_\_ Results \_\_\_\_\_

4. I have examined \_\_\_\_\_ who will be a student in the Dietetic Internship Program at Montclair State University. I have found no condition that appears to prevent him/her from performing the duties of Dietitian at healthcare facilities as well as in schools and community settings. I have found no indication of any condition which might represent a possible hazard to the health of patients or the public, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances that might alter his/her behavior.

M.D.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Telephone

5/11



# MONTCLAIR STATE UNIVERSITY

## Dietetic Internship Hepatitis B Waiver

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, am a student at Montclair State University enrolled in the Dietetic Internship in the Department of Health & Nutrition Sciences. As a student in this program, I have been advised to have the Hepatitis B vaccine administered by a physician of my choice. I have refused the vaccination for the following reasons:

\_\_\_\_\_

In consideration of being permitted to participate in the Dietetic Internship without being vaccinated against Hepatitis B, I do hereby certify that I am cognizant of the risk of contracting Hepatitis B at a Facility and do hereby release and give up any and all claims for damages, personal injury, or death that I have or that I may have in the future or that my heirs, spouse, guardians, executors, administrators or assigns have or may have in the future against the University or the Facility and any officers, employees or agents of the University or the Facility.

I agree that I will not make any claims against or sue Montclair State University or the Facility or any of the officers, agents, or employees of Montclair State University or the Facility for injury or damage resulting from my refusal to be inoculated for Hepatitis B. This agreement is binding on my heirs, spouse, guardians, executors, administrators, or assigns.

This release is intended to be as broad and as inclusive as permitted by the laws of the State of New Jersey. If any portion of this agreement is declared invalid, I agree that the balance will continue to apply to me.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING AND GIVING UP IMPORTANT RIGHTS AND I HAVE SIGNED THIS RELEASE OF MY OWN FREE WILL.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachment B**

**STATEMENT OF PUBLIC LIABILITY INSURANCE**

Montclair State University is an agency of the State of New Jersey. Any agreement or arrangement signed or entered into on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act N.J.S.A. 59: 1-1 et seq., the New Jersey Contractual Liability Act N.J.S.A. 59: 13-1 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance but the liability of the State and the obligations of the State to be responsible for tort claims against its agencies and employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

All students are required to carry their own professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate limits. Each student shall be required to present evidence of insurance coverage prior to the start of each semester. All insurance carried by students or the University shall provide primary coverage. Prior to a student's participation in the clinical internship program, an appropriate certificate of insurance must be presented to the Department Manager responsible for the internship.

The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees for which the State of New Jersey is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the use of your facility should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard Hughes Justice Complex, Trenton, New Jersey, 08625.

Furthermore, the State of New Jersey self funds for Workers Compensation and Disability.