

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into as of July 15, 2022 by and between the **NEWARK BOARD OF EDUCATION** located at **765 Broad Street, Newark, NJ 07102** (the “**Board**”) and **NEWARK BETH ISRAEL MEDICAL CENTER, INC.**, located at 201 Lyons Avenue, Newark, New Jersey 07112 (“**CCG3 Partner**” or “**Partner**”) collectively are referred to as the “**Parties**.”

WHEREAS the good health and education of all children of the City of Newark are of vital importance to the Newark community, including the Parties;

WHEREAS a child’s good health and development from conception or soon thereafter, through cradle and early childhood, are a precursor and prerequisite to the educational process;

WHEREAS collaboration between the Board and the CCG3 Partner in support of the conception-to-cradle developmental and educational process will be of substantial benefit to Newark’s children and families; and, therefore, the Parties have agreed to establish the Conception to Cradle to Grade 3 Consortium (“**CCG3**”) by which one or more Board employees (“**Educators**”) may meet with obstetric and pediatric patients/clients/parents/guardians in person on the premises of the CCG3 Partner’s facilities, with the prior written approval of the CCG3 Partner and consent of those patients/parents/guardians, and provide them with educational resources and, if applicable, referral to other agencies; and

WHEREAS the Parties wish to set forth in writing their respective responsibilities in such collaboration to support the conception-to-cradle developmental and educational process.

NOW, THEREFORE, the Parties hereby set forth their understanding as follows:

1. Responsibilities of the Board of Education. The Board agrees to:
 - a. Recruit, select, and appoint employees to serve as CCG3 Educators;
 - b. Assign CCG3 Educators to devote time and effort to the individuals who have consented in writing to participate in the CCG3 program at the times and locations as mutually agreed in writing by the Parties for the purpose of providing educational services, information, and referrals to parents/guardians of infants, toddlers, and young children who are the CCG3 Partner’s patients/clients;
 - c. With CCG3 Partner’s prior written approval, through the efforts of its CCG3 Educators prepare and distribute suitable literature and other approved educational resources for distribution to patients/parents/guardians and with patients/parents/guardians’ consent, follow up with families to provide assistance in obtaining access to resources and information.
2. Responsibilities of CCG3 Partner. The CCG3 Partner agrees to:

a. To post the brochure, attached hereto as Exhibit A, at its facilities, obstetric and pediatric patients space, and Women Wellness pantry and the Board will provide information including flyer and QR Code and resources as described herein;

b. Provide space in the facility as mutually agreed in writing by the parties for CCG3 Educators to meet with patients and parents/guardians/families and to provide information, literature and other educational resources;

3. Consent.

a. Upon receiving the written consent of the parent/guardian, the CCG3 Partner shall provide the Board and/or City with the parent/guardian's name, and that the parent/guardian has consented to a consultation with a CCG3 educator. At no time shall the CCG3 Partner provide the Board access to any medical record(s) or other Protected Health Information (as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ["HIPAA"] and all applicable federal regulations).

b. Upon obtaining consent from the parent/guardian and only upon such consent shall a CCG3 Educator be permitted to visit the patient at the hospital or other Partner site; provided that CCG3 Educator complies with all NBI's visitor policies and procedures.

c. A parent/guardian's consent to permit consultation with a CCG3 Educator shall be wholly voluntary and the parent/guardian may revoke his or her consent at any time. If at any time while under the care of the CCG3 Partner, the parent/guardian revokes his or her consent, the CCG3 Partner shall promptly notify the Board that the parent/guardian has done so, and the CCG3 Partner shall prohibit the Board's further access to the patient and parent/guardian.

4. Indemnification.

a. By the CCG3 Partner. In consideration for the execution of this Memorandum of Understanding and in consideration of the benefits of such collaboration (all of which are acknowledged to be good and valuable consideration), the CCG3 Partner agrees to indemnify, release, protect and hold harmless each of the Board and its, officers, employees, of any and all of them from and against any and all losses, damages, costs, expenses, claims and liabilities (including all attorneys' fees and costs), which the Board may suffer or incur as a result of the willful, reckless or negligent acts, errors or omissions of the CCG3 Partner, its employees in connection with their performance under this Agreement.

b. By the Board. In consideration for the execution of this Memorandum of Understanding and the resources to be provided by the CCG3 Partners to support the collaboration described herein, and in consideration of the benefits of such collaboration (which are acknowledged to be good and valuable consideration), the Board agrees to release each of the CCG3 Partner and its officers, employees, agents and representatives as well as the respective heirs, personal representatives, successors and assigns of any

and all of them from and against any and all losses, damages, costs, expenses, claims, liabilities and responsibilities, which the CCG3 Partner or any of the parties listed in this paragraph may suffer or incur as a result of the willful, reckless or negligent acts, errors or omissions of the Board, its employees or agents in connection with their performance under this agreement.

5. Term; Termination.

a. This MOU shall be effective for two years following the Effective Date and may renew for subsequent one-year terms as agreed to in writing by the parties unless the MOU is terminated in accordance with this Agreement.

b. Any Party may terminate this MOU at any time, with or without cause, upon thirty (30) days written notice of termination to the other Party, or immediately upon written notice for the material breach of this MOU by the other Party. Either Party may terminate this MOU immediately if any portion of this MOU is found to violate any federal, state, or local law.

6. Miscellaneous.

a. Non-Exclusivity. Nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties. Each party may contract or otherwise affiliate with other parties for similar services. Notwithstanding any language of this Agreement to the contrary, nothing contained in this MOU shall require the CCG3 Partner to refer a patient/parent/guardian to any other party.

b. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

c. Amendment. This MOU may only be amended or modified by an instrument in writing, duly executed by an authorized representative of each party.

d. Entire Agreement. The parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this MOU is a complete integration and constitutes the entire MOU of the parties with respect to the subject matter hereof; that upon and after the Effective Date, this MOU shall supersede any and all writings in effect between the parties regarding the subject matter of the terms and conditions set forth in this Agreement.

7. Governing Law. This MOU shall be governed by the laws of the State of New Jersey.

8. Notice. Any notice shall be in writing and sent to a signatory below either by certified mail or overnight mail. A copy of any notice shall be sent simultaneously to David A.

Mebane, Executive Vice President and General Counsel, RWJ Barnabas Health, 95 Old Short Hills Road, West Orange, New Jersey 07052.

9. Social Justice. Newark Beth Israel Medical Center (NBI) strives to be an antiracist organization and as such commits to racial equity, diversity, and inclusion in its governance structure, workforce, subcontracts, procurement, and policies. NBI appreciates Board sharing NBI's commitment to promoting an antiracist culture and advancing racial equity, diversity, and inclusion in its governance structure, workforce, subcontracts, procurement, and policies. As a part of this commitment, NBI will require Board to provide NBI information about Board's workforce demographics, as well as its Board's composition percentages for the following: ethnicity, gender, race, and veteran status. Data reported will be treated as confidential, and if used externally, will be aggregated. All information will be collected following execution of this Agreement ("Initial Values") and thereafter on a regularly scheduled basis consistent with NBI's collection of such data. The Parties will use the Initial Values as a baseline to assess subsequent reported data related to Board's commitment of being an antiracist organization.

IN WITNESS WHEREOF, each of the Parties has caused this Memorandum of Understanding to be executed by their duly authorized representatives.


NEWARK BOARD OF EDUCATION

Date

By: Dawn Hayes
Board President

NEWARK BETH ISRAEL MEDICAL CENTER, INC.

Date



By: Darrell K. Terry, MHA, MPH, FACHE, FHELA
President and Chief Executive Officer

EXHIBIT A
BROCHURE
(See Attached)