

**TOWNSHIP OF WINFIELD
MINUTES OF THE REGULAR MEETING OF
THE TOWNSHIP COMMITTEE – MARCH 15, 2021**

PUBLIC NOTICE: In accordance with the Open Public Meetings Act, NJSA 10:4-6 et. seq.; Mayor McManus read the public notice and indicated the fire exits.

PRAYER & PLEDGE OF ALLEGIANCE: Mayor Genz led the assemblage in the Township prayer and the pledge of allegiance.

CALL TO ORDER: Mayor Genz called the meeting to order at 7:00pm.

ROLL CALL: Present: Mayor Genz, Comm Reilly, Comm. Koomer, Clerk Planas, Atty. DeAppolonio, WPD Chief Mazzarella, WVFD Chief Dustin

APPROVAL OF MINUTES: RMTC 03/01/2021

COMMUNICATIONS: None Presented

DEPARTMENT REPORTS: Comm. Reilly moved the approval of department report for the Finance 02/2021 WPD 02/2021; Comm. Koomer seconded the motion. Roll call vote, unanimous, affirmative.

REQUISITIONS: Mayor Genz moved the listed requisitions; Comm. Reilly seconded the motion as follows:

LISTED REQUISITIONS FOR THE REGULAR MEETING OF
THE TOWNSHIP COMMITTEE, MARCH 15, 2021

REQ #	DEPARTMENT	JUSTIFICATION	AMOUNT
8067	WFD	BATTERIES	\$31.98
8068	COURT	PUBLIC DEFENDER	\$250.00

TOTAL: \$281.98

REVISED 3/11/21

Roll call vote: Mayor Genz, Comm. Reilly, aye; Comm. Koomer, aye;

UNLISTED REQUISITIONS: None Presented

BILLS: Mayor Genz moved the listed bills; Comm. Reilly seconded the motion as follows:

**List of Bills - (100001) CASH - CHECKING
Current Fund**

Check#	Vendor	Description	Payment	Check Total
7235	1003 - ASSOCIATED HUMANE SOCIETIES	PO 14473 FEBRUARY ANIMAL CONTROL SERVICES	312.50	312.50
7237	596 - CITY OF LINDEN	PO 14479 REPAIRS TO WMH SALT TRUCK	199.67	199.67
7238	596 - CITY OF LINDEN	PO 14480 NEW TIRES FOR #523	765.96	765.96
7239	811 - CLIENT INSTANT ACCESS, LLC	PO 14483 BLAST FOR SNOW REMOVAL	148.42	148.42
7240	98 - COUNTY OF UNION - MOTOR VEHICLES	PO 14472 FEBRUARY FUEL	619.57	619.57
7241	921 - CRANFORD PUBLIC LIBRARY	PO 14474 2021 LIBRARY SERVICES	120.00	120.00
7242	561 - CRIMESTAR CORPORATION	PO 14454 2021 ANNUAL SUPPORT FEE RMS	300.00	300.00
7243	638 - EMERGENCY MEDICAL PRODUCTS, INC	PO 14452 CURAPLEX TOTAL NON-REBREATHER MASK, ADUL	80.00	80.00
7244	1090 - ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.	PO 14469 PROSECUTOR - SERVICES RENDERED FOR MARCH	300.00	300.00
7245	803 - FP MAILING SOLUTIONS	PO 14475 1ST QTR POSTAGE MACHINE RENTAL	111.00	111.00
7246	1078 - HID GLOBAL	PO 14420 2021 RENEWAL 2/1/21 - 1/31/22	1,144.00	1,144.00
7247	1096 - MANAGED BUSINESS SOLUTIONS	PO 14485 CONFERENCE CALL SERVICE	122.35	122.35
7248	633 - MUNICIPAL EMERGENCY SERVICE DEPOSIT	PO 14295 BODY ARMOR REPLACEMENT	2,395.71	2,395.71
7249	499 - MUNICIPAL RECORD SERVICE	PO 14416 TRAFFIC TICKETS 1000/100 BOOKS 10 PER BO	557.00	557.00
7250	96 - MUNICIPAL SOFTWARE	PO 14481 2021 ANNUAL SUPPORT	3,528.00	3,528.00
7251	70 - NJ LEAGUE OF MUNICIPALITIES	PO 14477 2021 MEMBERSHIP DUES	289.00	289.00
7252	835 - NJ STATE ASSOC. OF CHIEFS OF POLICE	PO 14434 NJSACOP NEW POLICE CHIEF ORIENTATION 202	600.00	600.00
7253	35 - PETTY CASH	PO 14471 ICE MELT	26.65	26.65
7254	993 - PRINCETON HOSTED SOLUTIONS	PO 14478 MARCH PHONE SERVICE	1,340.44	1,340.44
7255	947 - SEAN BRENNAN	PO 14476 2021 VISION REIMBURSEMENT - CONTACTS	659.91	659.91
7256	929 - STEPHANIE MUIR	PO 14486 2021 VISION REIMBURSEMENT	633.00	633.00
7257	166 - THE HOME NEWS & TRIBUNE	PO 14484 MARCH NEWSPAPER SUBSCRIPTION	39.00	39.00
7258	170 - TREASURER - STATE OF NJ	PO 14470 KYAM - MUNICIPAL CLERK CERTIFICATION	50.00	50.00
7259	32 - VERIZON	PO 14482 COURT ROUTER 3/2 - 4/1 FOR ZOOM SESSION	129.65	129.65
7260	394 - WB MASON CO., INC	PO 14447 FEBRUARY SPRING WATER	59.90	59.90
	TOTAL			14,531.73

WIRE TRANSFERS

WIRE TRANSFER - SCHOOL TAXES FOR MARCH	\$8,176.00
WIRE TRANSFER - PBA DUES FOR MARCH	\$450.00
WIRE TRANSFER - GIORANDO FOR FEBRUARY	<u>\$1,692.03</u>

WIRE TRANSFERS = \$10,318.03
TOTAL PAID FORM CURRENT FUND = \$ 14,531.73
GRAND TOTAL = \$24,849.76

Roll call vote: Comm. Reilly, aye; Comm. Koomer, aye;

UNLISTED BILLS: None Presented

COMMITTEE REPORTS: None Presented

UNFINISHED BUSINESS: None Presented

NEW BUSINESS: Mayor Genz moved the approval of Res. # 21-19, Comm. Reilly seconded the motion. Roll call vote, unanimous, affirmative

**TOWNSHIP OF WINFIELD - RESOLUTION 21-19
COUNTY OF UNION, STATE OF NEW JERSEY AGREEMENT
WITH WINFIELD HEALTH DEPT. AND RUTGERS
BIO HEALTH SCIENCE TUBERCULOSIS INSTITUTE**

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**DIAGNOSIS, TREATMENT, MONITORING, NURSE CASE MANAGEMENT AND
FIELD SERVICES FOR RESIDENTS OF THE TOWNSHIP OF WINFIELD
HEALTH DEPARTMENT JURISDICTION, WITH CONFIRMED OR
SUSPECTED TUBERCULOSIS DISEASE, THEIR ASSOCIATED CONTACTS
AND CLASS A, B1 AND B2 REFERRALS FROM THE CENTERS FOR DISEASE
CONTROL AND PREVENTION'S DIVISION OF GLOBAL MTGRATION AND
QUARANTINE (CDC-DGMQ)**

The Agreement, made this 1st day of January 2021 between the Township of Winfield ("Funding Agency") and the New Jersey Medical School Global Tuberculosis Institute @ Rutgers Biomedical and Health Sciences ("Service Provider Agency") whereby the Service Provider Agency will provide for the diagnosis, treatment, monitoring, nurse case management and field services for residents of the municipalities covered by the Township of Winfield Health Department jurisdiction with confirmed or suspected tuberculosis disease, their associated contacts and class A, B1 and B2 referrals from the Center for Disease Control and Prevention's Division of Global Migration and Quarantine (CDC-DGMQ).

WHEREAS the parties herein had entered into a Memorandum of Agreement originally dated January 1, 2007 he "MOA"), and
WHEREAS the parties desire to extend the term of the MOA,
NOW THEREFORE, in consideration of the terms and conditions constituted herein, the parties agree as follows:

1. The Agreement is hereby modified to read: "The Funding Agency" shall provide funding to the Service Provider Agency in an amount not to exceed **\$550.00 (\$500.00**

(fee) + \$50.00 (10% administrative fee). Payment is contingent upon the satisfactory delivery of services as described herein in this MOA, Section III (A) “ Service Provider Obligations.” Payment obligations , as well as reporting and monitoring requirements , and other special conditions to this MOA, are contained in Attachment A and incorporated herewith by reference. Payments shall be made in accordance with the provisions of Attachment A, Section I. Payment will be made for approved budget costs, contained in the Cost Proposal, Attachment A, incorporated by reference. Article V (A) of the MOA is hereby modified to read: “ Subject to any rights of termination hereinafter set forth, this Agreement shall become effective on January 1, 2021 and shall remain valid through December 31, 2021.

COMPLIANCE STATEMENT

In the performance of their obligations under this Agreement , 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 following provisions relating to the federal anti-kickback statute set forth at 42 U.S.C. § 1320-7B (B) (“Anti-Kickback Statute”), and the federal prohibition against physician self-referrals, set forth at 42 U. S. C. § 1395nn (“Stark Law”).

- (a) In no event will any payments , grants or other funding be based unlawfully, directly or indirectly, on the volume or value of referrals or other business generated between parties.
 - (b) Notwithstanding anything to the contrary herein, all payments associated with this Agreement are intended to comply with the requirements of applicable New Jersey state laws, such as the Codey Law, N.J. S. A § 45.9-22.4 et seq. (as it may be amended from time to time) and the regulations promulgated thereunder.
 - (c) 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 Agreement.
 - (d) To the extent that the compliance office of a party to this Agreement receives a report or otherwise has knowledge that an employee of the other party has or probably has violated the Anti-Kickback Stature, the Stark Law or the Federal False Claims Act with respect to the performance of its obligations under this Agreement 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.
2. Except as provided herein, the Agreement now includes services to the Township of Winfield.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

RUTGERS, THE STATE UNIVERSITY
OR NEW JERSEY

TOWNSHIP OF WINFIELD
HEALTH DEPARTMENT

docuSigned by
DeanRober L. Johnson 9/16/2019/ 11:00:27EDT

Robert L Johnson, MD FAAP
Date
The Sharon and Joseph L. Muscarelle Endowed Dean
Rutgers New Jersey Medical School

De Zheng, MS
Health Officer

Docusigned by
Kathleen Bramwell 9/16/2019 / 14:02:17 EDT

Kathleen Bramwell Date
Senior Vice Chancellor for Finance & Administration

ATTACHMENT A – Rate Effective 1/1/2021

Attachment A is hereby incorporated to and provides for additional provisions and conditions between the Township of Winfield and NJMS Global Tuberculosis Institute @ Rutgers Biomedical Health Sciences for a Memorandum of Agreement entitled “ Diagnosis, Treatment, Monitoring, Nurse Case Management and Field Services for Residents of the Local Health Jurisdiction with Confirmed or Suspected Tuberculosis cases, their Associated Contacts and Class B1 and B2 Referrals from the CDC-DCMQ”

I. Method of Payment

Cost reimbursement payments shall be made by the Funding Agency on the following basis:

- Monthly
- Quarterly
- Lump Sum
- Based on submissions of the following reports (Please describe below)

Quarterly invoice reflecting one-quarter of annual fixed-fee assessment based on previous years’ utilization. The assessments were calculated based on the following agreed terms:

- 1) Union County Board of Chosen Freeholders will pay for 50% of the cost of services.
- 2) Each municipality would be assessed a minimum base fee of \$500.
- 3) Municipalities utilizing services in excess of \$500 will be assessed proportionate to their use.

The percentage of total visits by residents of the Union County municipalities for the previous 3 fiscal years will be applied to 50% of the total annual cost of the Nurse Case Manager salary plus fringe benefits to determine the amount of the annual assessment and calculate the quarterly payment for the Township of Winfield. This fee will be put forth in writing prior to the start of each calendar year.

Quarterly Activity Report specifying total clinical visits, DOT visits and field investigation for residents of every municipality in Union County. This report will also include the percentage of total visits by residents of each municipality.

II. Financial and Performance Reporting and MOA Monitoring

(Circle, check and complete as applicable)

- A. Expenditure reports are not required.

Performance reports are required. Performance reports shall be in the form of an activity report as specified in Attachment A. I (above) and shall be submitted

- Monthly Quarterly Final Other reporting period.

This requirement is satisfied by the submission of the quarterly activity report as outlined in Attachment A I. above

- B. Other Financial , Reporting or Monitoring Requirements

1. Particular forms listed below are required to be utilized.

TB-70 (TB Case, Suspect and Status Report)

TB-41 (Record of Contact Interview)

III. Modifications to the Agreement

This document represents the entire Agreement between the parties and shall not be amended except by the express written consent of both parties.

IV. Special Conditions (as applicable)

This MOA has no special conditions.

V. Multi-Year Agreements

This MOA is not a multi-year MOA.

ATTACHMENT B

Attachment B is hereby incorporated to this Agreement and provides a description of the budget/cost proposal between the County of Union and the New Jersey Medical School Global Tuberculosis Institute @ Rutgers Biomedical & Health Sciences.

Background

When no local contingency for TB physician, clinical, nurse case management and field services for Union County residents was developed before NJ Department of Health and Senior Services (DHSS) now known as the New Jersey Department of Health) funding was no longer available to support a local contingency, these services were consolidated into the NJMS Global Tuberculosis Institute @ Rutgers Biomedical & Health Sciences in July 2005. It was agreed that DHSS would sustain all costs related to the care of these residents with the exception of the current costs of salary and benefits for the Lattimore Union County Nurse Case Manager. The total costs were \$118,189 at that time. DHSS committed to assuring these costs did not increase for local health officers in Union County for three (3) years, ending June 30, 2008. At that time and annually thereafter, the costs will be adjusted to be equivalent to the current cost of salaries and benefits for this position.

For each year of this consolidation, DHSS and the NJMS Global Tuberculosis Institute (Lattimore Practice) at Rutgers Biomedical Health Sciences collected utilization data on residents of Union County accessing services at the NJMS Global Tuberculosis Institute (Lattimore Practice) at Rutgers Biomedical Health Sciences. This data was used to assist each local health officer in Union County to determine his or her jurisdictions' estimated share of the costs for this nurse case manager in subsequent years.

Cost Basis for Quarterly

Invoices

Beginning in calendar year 2010, each municipality will be assessed a fixed fee, based on previous three (3) years utilization, that will be invoiced quarterly. The assessments were calculated based on the following agreed terms:

- 1) The County of Union will pay for fifty percent (50%) of the cost of services.
 - 2) Each Municipality would be assessed a minimum base fee of \$1000
 - 3) Municipalities utilizing services in excess of \$1,000 will be assessed in proportion to their use.
- Note that this minimum base fee was changed in 2018

Dated: March 15, 2021

	MOVED	AYES SECONDE	NAYS	ABSENT	ABSTAIN
MAYOR GARY J. GENZ		✓			
COMM. ROBERT F. REILLY	✓	✓			
COMM. ADAM D. KOOMER		✓	✓		

CERTIFICATION: I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on Mar. 15, 2021

June Planas, Twp.Clerk

CITIZENS' FORUM:

Debra Weiss, 52 Seafoam Ave. – asked 2 questions

1. Why are the residents not receiving blast concerning the #'s' of cases of the virus in town.
2. What is the township doing to help our senior residents get the vaccine

Mayor Genz answered both questions.

EXECUTIVE SESSION: None Presented

ADJOURNMENT: There being nothing further to come before the Township Committee, Mayor McManus moved to adjourn, Comm. Genz seconded the motion.

Roll call vote, unanimous, affirmative.

TIME 7:08PM

Respectfully submitted,

June Planas, Clerk