



**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**

FOR

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, BI 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.

2. 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

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.