



**TOWNSHIP OF WINFIELD - RESOLUTION 22-09
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, B1 AND B2 REFERRALS FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S DIVISION OF GLOBAL MIGRATION 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 (the "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.
2. 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, 2022 and shall remain valid through December 31, 2022.

3. 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 Statute, 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.

4. Except as provided herein, the Agreement now includes services to the Township of Winfield.

ATTACHMENT A – Rate Effective 1/1/2022

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 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.

B. 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

C. 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.

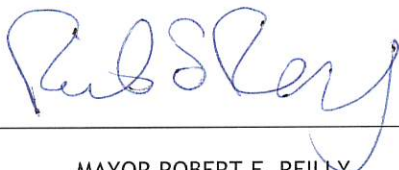

For each year of this consolidation, DHSS and the NJMS Global Tuberculosis Institute (Lattimore Practice) at Rutgers Biomedical Health Sciences collected utilization data on residents of Union County accessing services at the NJMS Global Tuberculosis Institute (Lattimore Practice) at Rutgers Biomedical 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 to \$500 in 2018

Dated: January 18, 2022

 MAYOR ROBERT F. REILLY	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	CERTIFICATION: I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 18, 2022 <div style="text-align: right;">  Melanie Slowik, Acting Township Clerk </div>
		✓		✓			
	COMM. ADAM D. KOOMER	✓		✓			
	COMM. JOSEPH P. BYRNE		✓	✓			