



**TOWNSHIP OF WINFIELD - RESOLUTION 23-29**  
**COUNTY OF UNION, STATE OF NEW JERSEY**  
**AMEND & RESTATED MEMORANDUM OF AN AGREEMENT**  
**BETWEEN THE TOWNSHIP OF WINFIELD HEALTH DEPARTMENT**  
**AND**

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY, on behalf of its NEW JERSEY**  
**MEDICAL SCHOOL ("NJLMS"), GLOBAL TUBERCULOSIS INSTITUTE ("GTI"), AN**  
**INCORPORATED CONSTITUENT UNIT WITHIN THE RUTGERS BIOMEDICAL**  
**AND HEALTH SCIENCES organizational unit**  
**(RUTGERS, NJMS, GTI, AND RBHS, collectively "UNIVERSITY")**

University and the Township of Winfield Health Department shall be referred to collectively

as "Parties" and individually as "Party".

1. **WHEREAS**, the Parties previously entered into a Memorandum of Agreement dated effective July 1, 2007 ("2007 MOA"), and various subsequent amendments entitled "Agreements" from 2007 through and including the most recent January 1, 2022-December 31, 2022 term for the "Diagnosis, Treatment, Monitoring, Nurse Case Management and Filed Services for the residents of the Township of Winfield Health Department, which includes the Township of Winfield 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") and
2. **WHEREAS**, the Parties wish to re-state and amend their understandings, obligations and responsibilities set forth in the 2007 MOA, as set forth in this Amended and Restated MOA and
3. **WHEREAS** the New Jersey Department of Health (DOH) provides funding support for the GTI at University, the actual costs of the personnel associated with the services provided are reduced by seventy (70) percent for any health jurisdiction seeking such services for its residents under a Memorandum of Agreement ("MOA") or an amended and restated MOA with the University and
4. **WHEREAS** the DOH is responsible for routinely monitoring the quality of care provided by all its health service grant recipients, such assessment and continuous improvement practices ensure the utmost quality of care for the residents of any health jurisdiction seeking services under an MOA, including an amended and restated MOA, with the University and
5. **WHEREAS** University does not charge the local health jurisdiction, the residents of the local health jurisdiction or the DOH for the costs of diagnostic, treatment or monitoring procedures associated with such services under this Amended and Restated MOA and
6. **WHEREAS** the Township of Winfield Health Department has responsibility, but not the capacity for providing the services specified in this MOA and the authority to contract for these services in such a case under N.J.A.C. Chapter 52, Public Health Practice Standards for Local Boards of Health in New Jersey and
7. **WHEREAS** the Township of Winfield Health Department finds it in the public interest to seek the highest possible quality of care for its residents with active disease and at highest risk for undiagnosed active disease at the lowest possible cost, it is entering into this Amended and Restated MOA to continue the comprehensive tuberculosis services with the University.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**I.** Under this amended and restated MOA ("Amended and Restated MOA"), the Township of Winfield Health Department is hereafter referred to as "Funding Agency" and the University is hereafter referred to as "The Provider Agency."

**II.** Obligations and Rights of Funding Agency

**A.** Funding Agency Obligations

All of the requirements of this section apply to the Funding Agency:

1. 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 Amended and Restated MOA, Section III (A) "Service Provider Obligations." Payment obligations, as well as reporting and monitoring requirements, and other special conditions to this Amended and Restated MOA, are contained in Attachment A, incorporated herewith by reference. Payments shall be made in accordance with the provisions of Attachment A, Section I. Payments will be made for approved budget costs, contained in the Cost Proposal, Attachment B, incorporated by reference.
2. The Funding Agency shall monitor the progress of this project to ensure that services are being provided in accordance with Section III (A), which establishes the work products which must be completed in order for funds to be provided. All financial, performance and Amended and Restated MOA monitoring requirements are contained in Attachment A, Sections II, III and IV.
3. This section establishes all other obligations of the Funding Agency:
  - a) Provide health officer orders for examination, directly observed therapy, or exclusion from school or the workplace and application in the Superior Court of New Jersey for an Order of Commitment, including soliciting the assistance of local law enforcement as allowed under N.J.A.C. Chapter 57-5.5, 5.6, 5.7, 5.12, 5.15 as requested and/or required by the Service Provider Agency to assist in the management of non-adherent TB patients, and
  - b) Assist as necessary in gaining access to worksites and schools within the coverage area of the Westfield Regional Health Department, which shall include the municipality of the Township of Winfield, hereafter referred to as "the Local Health Jurisdiction" for the purpose of assessments related to contact identification, evaluation, and education.
4. In addition to the above, the Funding Agency is required to abide by all general requirements contained in Sections IV and V of this Amended and Restated MOA.

**B.** Funding Agency Rights

7. Education of concerned co-workers and parents of school-aged children in association with worksite or school contact investigations,
  8. Active surveillance in local hospitals to improve reporting times,
  9. Address verification prior to hospital discharge to facilitate continuity of care and case management in the community.
- d) Other diagnostic, treatment, and/or monitoring services as required including the following:
1. Mantoux tuberculin skin and/or interferon gamma release assay testing
  2. Chest radiographs and reading by a licensed radiologist,
  3. Sputum collection and/or induction,
  4. Laboratory monitoring for adverse reactions as required or ordered by physician,
  5. Routine monitoring for side effects to anti-TB medications,
  6. First and second-line drug susceptibility testing.
  7. Therapeutic drug monitoring (if necessary).
5. In addition to the above, the Service Provider Agency is required to abide by all general requirements contained in Sections IV and V of this Amended and Restated MOA.

B. The Service Provider Agency's Rights

All of the rights of this section apply to the Service Provider Agency:

1. Provision from the local health officer of the Funding Agency of health officer orders for examination, directly observed therapy or exclusion from school or the workplace and application in the Superior Court of New Jersey for an Order of Commitment, including soliciting the assistance of local law enforcement officials as allowed by N.J.A.C. Chapter 57-5.5, 5.6, 5.7, 5.12, 5.15 as requested and/or required by the service provider agency to assist in the management of non-adherent TB patients.
2. Assistance from the local health office of the Funding Agency as necessary in gaining access to worksites and schools within the Local Health Jurisdiction for the purpose of assessments related to contact identification, evaluation, and education.
3. Payment as agreed upon in this Amended and Restated MOA within thirty (30) days of the receipt of an invoice by the Funding Agency.

IV. General Provisions

A. Mandatory General Provisions

1. During the term of this Amended and Restated MOA, both parties shall comply with all federal, state, and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Amended and Restated MOA. The award of funds is based on the Service Provider Agency's submission, and the Funding Agency's acceptance, of a Cost Proposal, which is incorporated herewith by reference to this Amended and Restated MOA.
2. Each Party shall maintain accurate books and records of all disbursements, funds received, funds spent and funds available as a result of this Amended and Restated MOA.
3. Each of the Parties is an independent entity and neither Party shall hold itself out as an agent, partner, or representative of the other.
4. Failure by either Party to exercise any right or demand performance of any obligation under this Amended and Restated MOA shall not be deemed a waiver of such right or obligation.
5. If any of the provisions of this Amended and Restated MOA are, or become invalid, to any extent, the other provisions of this Amended and Restated MOA shall not be effected thereby. In the event of the invalidity of a provision, the Parties agree to accept a provision which reflects as closely as possible the intention of the invalid provision.
6. This Amended and Restated MOA may not be assigned without the prior written consent of either of the Parties.
7. Each Party agrees to assume responsibility for any and all claims, demands, actions, settlements, or judgments involving either intentional or unintentional conduct, other than intentional malicious criminal wrongdoings, based upon or arising out of the activities described in this Amended and Restated MOA, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the sole negligence, actions, or omissions of each party, its officers, trustees, faculty, students, or employees. Any claims, demands, actions, settlements, or judgments brought or made against Service Provider Agency or its officers, trustees, faculty, students or employees shall be governed by and pursuant to the laws of the State of New Jersey including, but not limited to N.J.S.A. 59:1-1 et seq., The State of New Jersey Tort Claims Act.
8. The Funding Agency represents and warrants that it has a sufficient insurance program (on either an indemnity or self-insured basis) to fully perform its responsibilities hereunder. The Parties agree that such coverage shall be in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate annually.  
  
The Service Provider Agency shall provide for general and professional liability coverage for insuring the Service Provider Agency, its officers, trustees, faculty and employees, performing its sole obligations under this Amended and Restated MOA, through a Program of Self-Insurance, providing limits of coverage of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate annually on an occurrence basis, pursuant to and governed by The State of New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. Nothing stated in this section 8 shall be construed to imply indemnification of any party by the Service Provider Agency.
9. The laws of the State of New Jersey govern this Amended and Restated MOA.
10. This Amended and Restated MOA may be modified in accordance with the provisions of Attachment A III.

B. Optional General Provisions

<p><u>Applicable</u> <input type="checkbox"/></p>	<p><u>Not Applicable</u> <input checked="" type="checkbox"/></p>	<p>The Funding Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the copyright in any work developed under the Amended and</p>
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1. Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either Party be liable to the other in contract, tort, warranty or any other cause of action of any nature for any indirect, special, incidental, punitive, consequential or reliance loss, damage or expense, including, without limitation, lost profits, loss of use, or loss of revenues, whether or not either Party was advised, should have known, or was aware of the possibility of such loss, damage, or expense arising out of or in connection with any act or omission of such Party relating to the subject matter of this Amended and Restated MOA, including, without limitation, the Services, or any part thereof, even if caused by the sole or concurrent or active or passive negligence, strict liability or other legal fault of a Party.
2. Each Party shall be responsible for all of its own actions, claims, demands, losses, damages, liabilities, lawsuits, judgments, awards, costs, and expenses arising out of and to the extent of its negligent acts or omissions or performance or failure to perform under this Amended and Restated MOA. Notwithstanding the foregoing, nothing stated in this Amended and Restated MOA, express or implied, is intended to or will be construed to require contractual indemnification of a Party by the other Party.

E. Severability.

If any provisions of this Amended and Restated MOA or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Amended and Restated MOA and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. Assignment.

Except as otherwise provided in this Amended and Restated MOA, the Parties may not assign their rights, duties, or obligations under this Amended and Restated MOA, either in whole or in part, without receiving the prior written consent of the other Party. Any assignment made without consent of the other Party shall be null and void and the non-assigning Party shall not recognize any such assignment.

G. Non-Waiver.

Except where the exercise of a right is dependent upon action taken within a particular period required by this Amended and Restated MOA, no consent or waiver, express or implied, by any Party to or of any breach or default by another Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Any such waiver shall be effective only if in writing.

H. Non-Discrimination.

There shall be no discrimination against any individual engaged in the work required to produce the Services covered by this Amended and Restated MOA, or against any applicant for employment, because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, or mental or physical disability, including AIDS and HIV related illnesses or their belonging to any category now or later protected by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

I. Force Majeure.

Neither Party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Amended and Restated MOA (other than payment obligations) by reason of any act of God, fire, natural disaster, pandemic, riot, act of government, act of terrorism, strike or labor dispute, shortage of materials or supplies, failure of transportation or communication, or any other cause beyond the reasonable control of such party. Performance times shall be considered extended for the period of time equivalent to the time lost because of such delay.

J. Non-Collusion.

Both Parties represent that no fee, commission, compensation, gift, or gratuity was paid or received regarding the solicitation of this Amended and Restated MOA, in contravention to N.J.S.A. 52:13D-13 et seq. (the New Jersey Conflicts of Interest Law).

K. Counterparts.

This Amended and Restated MOA 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. Any counterpart signature page delivered by electronic, fax, or email transmission shall be deemed to be and have the same force and effect as an originally executed signature page.

L. Insertion.

It is the intent and understanding of the parties to this Amended and Restated MOA that each and every provision of law and clause required by law to be inserted in this Amended and Restated MOA shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in the correct form, then this Amended and Restated MOA shall forthwith, upon application of either Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either Party.

M. Prior Agreements.

This Amended and Restated MOA contains all prior written and oral agreements and communications between the Parties that relate in any way to the subject matter of this Amended and Restated MOA.

N. No Third-Party Beneficiaries.

This Amended and Restated MOA shall not confer any rights or remedies upon any third party (including, but not limited to patients, clients of Client, or participants in the Program), other than the Parties to this Amended and Restated MOA and their respective successors and permitted assigns.

## IX. Signatures.

We, the undersigned, consent to the contents of this Amended and Restated MOA.

### TOWNSHIP OF WINFIELD HEALTH DEPARTMENT:

Signature: \_\_\_\_\_

Andrea Alvarez

Health Officer

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

### RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

Winfield Reso # 23-29  
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NJMS- Township of Winfield Health Department  
Amended and Restated Memorandum of Agreement – Global TB Institute

Attachment A is hereby incorporated to and provides for additional provisions and conditions between the Township of Winfield Health Department and NJMS Global Tuberculosis Institute at 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-DGMQ”

**Method of Payment**

Cost reimbursement payments shall be made by the Funding Agency to:

**NJMS Global Tuberculosis Institute**  
**Attn: Rajita Bhavaraju**  
**Rutgers, The State University of New Jersey**  
**225 Warren Street, 2<sup>nd</sup> Floor, East Wing**  
**Newark, New Jersey 07103**

On the following basis:

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

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

- 1) Union County Board of Chosen Freeholders will pay 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 Hillside Health Department. 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 investigations 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**

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 at Rutgers Biomedical and 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 at Rutgers Biomedical and 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 and Health Sciences collected utilization data on residents of Union County accessing services at the NJMS Global Tuberculosis Institute (Lattimore Practice) at Rutgers Biomedical and 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 was assessed a fixed fee, based upon the 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 \$1,000.
- 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: May 15, 2023**

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
						
MAYOR ADAM D. KOOMER				✓		
COMM. JOSEPH P. BYRNE	✓		✓			
COMM. ROBERT F. REILLY			✓	✓		

**CERTIFICATION:** I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on May 15, 2023

  
Melanie Slowik, Acting Township Clerk