

#4
Finance
Health
Purchasing

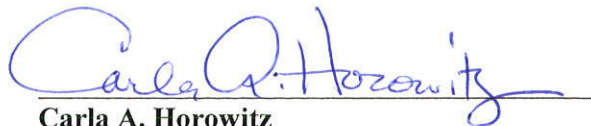
**RESOLUTION AUTHORIZING AGREEMENT BETWEEN TOWNSHIP AND ESSEX COUNTY
DEPARTMENT OF CITIZEN SERVICES – DIVISION ON AGING**

January 18, 2011

BE IT RESOLVED by the Council of the Township of Montclair, in the County of Essex that the Mayor and Township Clerk be and they hereby are authorized to execute and attest an Agreement between the Township and the Essex County Department of Citizen Services – Division On Aging to provide visiting nurse services to targeted older adult population living in the designated service area of this project. Special emphasis will be placed on providing visiting nurses to the frail, impoverished, minority and vulnerable. Copy of said agreement is attached hereto and made a part hereof. The Agreement provides funding in the amount of \$15,534 by the Division On Aging .

RECORD OF COUNCIL VOTE											
	YES	NO	ABS	N.V.	AB		YES	NO	ABS	N.V.	AB
Councilor Africk	✓					Councilor Murnick	✓				
Councilor Baskerville	✓					Councilor Terry	✓				
Mayor Fried	✓					Deputy Mayor Weller-Demming	✓				
Councilor Lewis	✓										
X - Indicate Vote ABS - Abstain N.V. - Not Voting AB - Absent											

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Council of the Township of Montclair, in the County of Essex, at its meeting held on January 18, 2011.



Carla A. Horowitz
Deputy Municipal Clerk of the Township of Montclair, N.J.

**COUNTY OF ESSEX
DEPARTMENT OF CITIZEN SERVICES**

DIVISION OF SENIOR SERVICES

**CONTRACT
NUMBER/PROJECT: 24024214**

GRANTEE: Montclair Health Department

**OPERATING
DIVISION(S): Essex County Division of Senior Services**

**SERVICE
AREA: Montclair, Verona, Cedar Grove**

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COUNTY OF ESSEX
DEPARTMENT OF CITIZEN SERVICES
DIVISION OF SENIOR SERVICES

AGREEMENT MADE BY AND BETWEEN THE County of Essex, through its Division of Senior Services (hereinafter referred to as the Division) and **Montclair Health Department** (hereafter referred to as the Grantee)

WHEREAS, the County desires that the Grantee provide services and the Grantee has agreed to provide services in accordance with the terms and conditions contained in this document.

THEREFORE, WITNESSETH THAT:

ARTICLE I

TERM OF AGREEMENT

This Agreement shall be in effect **commencing the 1st day of January 2011 and shall terminate on the 31st day of December 2011**. This Agreement may not be altered, extended, or terminated except for breach or as elsewhere provided herein.

This agency is funded by **Title IIIB Older Americans Act Funds**

ARTICLE II

SCOPE OF SERVICES

Under the provision of this Agreement, the Grantee shall:

A. Provide:

- 1- Visiting Nurse
- 2-
- 3-
- 4-
- 5-
- 6-

B. Dispense services from

- 1- 205 Claremont Avenue, Montclair, New Jersey 07042
- 2-
- 3-
- 4-
- 5-
- 6-

C. Maintain administrative staff and offices

- 1- 205 Claremont Avenue, Montclair, New Jersey 07042
- 2-
- 3-
- 4-
- 5-
- 6-

ARTICLE II (continued)

- D. Title III and Safe Housing Transportation funds are to be utilized to provide services only to Clients aged 60 and over. A.P.S. Social Service Block Grant, Respite and Casino Revenue funding may be utilized to serve clients who are over the age of 60 as well as clients under the age of 60 who are disabled.
- E. Implement this agreement and execute all activities in accordance with:
 - (a.) the condition and terms agreed upon this contract.
 - (b.) All Federal, State, County and Municipal regulations, codes and standards applicable to the service delivered.
 - (c.) The responsibilities cited in all attachments in this agreement.
- F. Deliver contract services to eligible persons in accordance with all provisions of this contract and without regard to race, creed, color, national origin, religion or handicap.
- G. Perform all services in a satisfactory and proper manner as determined by the Division and as specified in this agreement and all attachments.
- H. Not impose additional fees or charges of any kind upon recipients of contract services unless agreed upon by the Division under the special provision section.

ARTICLE III

CHANGES IN SCOPE OF SERVICES:

The Division may from time to time, request changes in the scope of services to be performed hereunder. Such changes, including may increase or decrease in the amount of compensation which are mutually agreed upon by and between the Division and the Grantee, must be incorporated in written amendments to this contract.

ARTICLE IV

COMPENSATION:

- A. The County shall provide compensation to expenditures authorized. The Compensation shall not exceed **\$15,534** for the period from **January 1, 2011 to December 31, 2011**.

Any changes in compensation shall be mutually agreed upon by the County and the Grantee and incorporated in written amendment to this agreement.

ARTICLE IV (continued)

- B. The Agency may incur costs only during the period set forth on the first page of this agreement. Expenditures made before or after those dates shall be disallowed. Funds obligated, but not disbursed at the end of the contract period, shall be liquidated within 60 days after the close of the contract period. In no event shall the Agency use unexpended grant funds, after the contract period, without the express written approval of the County.
- C. Except as shall be more specifically limited in the Budget Attachment Grant Summary, the amount expended for the Personnel, Consultants and Equipment major categories may not exceed the approved amount without prior written approval of the County. Any line item within the major cost categories of Personnel, Consultants and Equipment, which shall not have been expended in accordance with the Budget Attachment Grant Summary shall be credited against and deducted from the total compensation to be paid to the Agency under this Agreement. Except as shall be more specifically limited in the Budget Attachment Grant Summary the amount expended for each of the other major cost categories listed in the Budget Attachment Grant Summary, with the exception of the categories of Personnel, Consultants and Equipment may not exceed the approved amount by more than 10% of \$500.00, provided however, that the total approved budget is not exceeded. The express prior written approval of the County is necessary to exceed those limitations.

ARTICLE V

SCHEDULE OF PAYMENT:

For the period **January 1, 2011 to December 31, 2011**, the County shall make payment directly to the Grantee for any and all expenditures authorized by this Agreement, on a monthly or quarterly basis, in accordance with the designated payment schedule of Accounts and Control.

Payment is contingent upon submission of fiscal and programmatic reports as scheduled in Article VI, remittance of tax obligation within the required period, and other requirements set forth in this contract.

The Grantee must be made aware that the County of Essex will not provide any startup funding for this program or offer/approve any advancement of funding throughout the terms of this contract. Grantee must also have the resources (other than county dollars) to maintain and operate the program without county reimbursement and without any interruption of services for a specified period of time up to and including the First Quarter of the contract.

ARTICLE VI

SERVICE AGREEMENT:

The ESSEX COUNTY DIVISION OF SENIOR SERVICES is obligated to:

- A. Monitor
- B. Evaluate
- C. Pay for contract services
- D. Provide technical assistance either upon request or when it is deemed necessary in the judgment of the DIVISION.

ARTICLE VI (continued)

SERVICE AGREEMENT: GRANTEE

SERVICES REPORTING INSTRUCTIONS AND REQUIREMENTS

Listed below is the information needed to complete the required computer forms:

<u>PROGRAM NAME:</u>	<u>PROGRAM NO.:</u>	<u>PROVIDER CODE:</u>	<u>ALLOCATION CODE:</u>
Montclair Health Dept.	24024214	24024214	24

<u>SERVICE NAME:</u>	<u>SERVICE CODE:</u>	<u>UNITS OF SERVICE:</u>
Visiting Nurse	214	Each Visit

1. Statistical reports are to be submitted on a monthly basis and are due to be received by the Division by the 5th working day of each month.
2. Months in which no service is provided reports are to be submitted so stating.
3. CLIENT SURVEY

Each Agency must have in place a method to ensure client feedback, providing participants with an opportunity to express their view and opinions regarding receipt of services. The results of such surveys will be reviewed during Division monitoring visits.

All Essex County New Jersey EASE sites must utilize the uniform "Quality Assurance Tool". This Tool must be sent to at least five percent (5%) of clients completing Section One (1) of the "Comprehensive Assessment Instrument" and to at least five percent (5%) of clients completing Sections Two (2) and Three (3). Self-addressed, postage paid, return envelopes should be provided to clients. All responses must be kept on file and available for review during Division monitoring visits.

4. GRIEVANCE PROCEDURE:

Each Agency must establish a Grievance Procedure for older individuals who are dissatisfied with or denied services funded under this agreement.

5. OTHER REQUIREMENTS:

The Agency must also submit (if applicable, as per Special Provisions)

1. Project's Newsletter
2. Advisory Council Minutes
3. Inventory Report

6. The Division should be notified of reasons why established goals were not met, and Amendment Request Forms should be sent to the Division. All amendment request must be submitted to the Division by September 30th.

7. Should circumstances arise that have a significant impact upon the program, the Agency is required to notify the Division. The following types of conditions must be reported as soon as they become known: problems, delays or adverse conditions which will materially affect the ability of the Agency to attain program objectives, prevent meeting of time schedules or goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action to be taken or contemplated and any assistance needed to resolve the situation.

8. REPORTS AND SUBMISSION REQUIREMENTS:

A. Fiscal reports (Schedule D) must be submitted to the DIVISION on a monthly or quarterly basis. Reports are to be submitted by the fifth (5th) working day of the month following the quarter.

B. Programmatic Narratives (Schedule E) must be submitted to the DIVISION on a monthly basis. Reports are to be submitted by the fifth (5th) working day of the month, following the quarter.

C. In addition to any documents, reports or information required by any other Section of this contract, the GRANTEE shall furnish the ESSEX COUNTY DIVISION OF SENIOR SERVICES with any further documents and information considered necessary by the ESSEX COUNTY DIVISION OF SENIOR SERVICES with regard to this contract.

ARTICLE VII

COMPLIANCE:

The GRANTEE shall carry out its activities under this Agreement in compliance with all applicable laws, ordinances, standards and codes of the federal, state, county and municipal governments including any state and local laws relating to licensure. Further, the GRANTEE shall provide documentation for the following:

1. Liability Coverage
2. Fidelity Bonding, if applicable
3. Non-profit status (501-3), if applicable.

Schedule A

PROJECT PERSONNEL

PROJECT DIRECTOR: Susan B. Portuese, Health Officer

PROJECT COORDINATOR: Celia Trembulak

1. Administrative contact for contract
2. Submitting fiscal and programmatic reports

PUBLIC HEALTH NURSE: will be responsible for the following:

1. To conduct a comprehensive in-home assessment of clients social circumstances, economic conditions, medical history, physical status, mental status and ability to perform the activities of daily living.
2. To develop a plan of care for each participant, reassessed at regular intervals, note changes in clients plan of care
3. Provide instruction and guidance to the participants, the family and other caregivers on preventive health care, including nutrition, accident prevention and use of health and social services resources
4. Health education, counseling and/or social work services needed as part of the in-home care plan
5. Administering and supervision medication and treatment, following the overall medical plan of care including treatment, rehabilitation, medication, injection and other medical care necessary for the participant's safety and comfort

Program Objectives

Grant Number: 24002214
Funding Source: 02
Service: Visiting Nurse
Service Definition: Services designed to maintain older persons in their own residences or community-based settings by providing skilled nursing services or therapy, thereby avoiding and deterring the need for hospitalization and institutionalization.
Service Unit: Each Visit

The Division agrees to pay the Agency the sum not to exceed \$15, 534 as detailed in the final approved budget.

Goal Statement: To improve quality of life for the elderly, underserved population of Montclair, Verona, Cedar Grove area at a total cost of \$15,634.00.

Objective : To provide at home health visits to 150 clients with 590 units of visiting nurse service

Target Population:	Low income/frail/Elderly
Clients:	150
Units:	590

Activities:

1. Persons will be identified through the utilization of municipal workers, postal workers, public safety personnel, relatives, physicians, the Salvation Army and soup kitchens in the service area.
2. Nurses will be sent to the identified client's home to make initial needs assessment and any possible referrals for services and sources of financial aid.
3. Maintain contact with community-based organizations that serve low income minority individuals
4. To maintain accurate financial reports of grant expenditures.
5. To complete and report to the Division of senior services all parameters of project performance.
6. Regular blood pressure checks, diet and medication review with clients who would otherwise not receive regular medical checks or referrals to physicians for necessary care when indicated.\
7. Providing instruction and guidance to participant, family and other caregivers on preventative health care, including nutrition, accident prevention and use of health and social service resources.

4. Food	Cash	In-Kind	Total
			0
Sub-Total	0		0

5. Building Space	Cash	In-Kind	Total
			0
Sub-Total	0		0

6. Printing & Office Supplies	Cash	In-Kind	Total
			0
Sub-Total	0		0

7. Equipment	Cash	In-Kind	Total
Sub-Total			
8. Other Costs	Cash	In-Kind	Total
Client Contribution	100		100
			0
			0
			0
			0
			0
Sub-Total	100		100
Total Direct Costs (Categories 1-8)	15,634		15,634
Indirect Costs			
Total Project Costs	15,634		15,634

A. Local Non-Federal Participation	Amount
Sub-Total	0
B. In-Kind Resources	
Sub-Total	0
Total	0
Estimated Project Income	100

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Finance
Health
Purchasing

TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MONTCLAIR AND THE TOWNSHIP OF NUTLEY FOR PROFESSIONAL PUBLIC HEALTH NURSING SERVICES

WHEREAS, the Township of Montclair and the Township of Nutley wish to enter into a contract for the furnishing of health services of a technical and professional nature; and

WHEREAS, the Township of Montclair agrees to pay the Township of Nutley during the contract period, January 1, 2011 to December 31, 2012, thirty-five dollars (\$35) per hour of nursing time which includes administrative costs for 15 hours per week of nursing time; now therefore

BE IT RESOLVED by the Council of the Township of Montclair, in the County of Essex, that the Township -Manager be and are hereby authorized to execute the attached agreement with the Township of Nutley for Professional Public Health Nursing Services.

	YES	NO	ABS	N.V.	AB		YES	NO	ABS	N.V.	AB
Councilor Africk	✓					Councilor Murnick	✓				
Councilor Baskerville	✓					Councilor Terry	✓				
Mayor Fried	✓					Deputy Mayor Weller-Demming	✓				
Councilor Lewis	✓										

RECORD OF COUNCIL VOTE
X - Indicate Vote ABS - Abstain N.V. - Not Voting AB - Absent

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Council of the Township of Montclair, in the County of Essex, at its meeting held on January 18, 2011.



Carla A. Horowitz
Deputy Municipal Clerk of the Township of Montclair, N.J.

AGREEMENT FOR NURSING SERVICES

THIS AGREEMENT, made this 1st day of January, 2011

BETWEEN: TOWNSHIP OF NUTLEY
(hereafter PROVIDER)

AND: TOWNSHIP OF MONTCLAIR
(hereafter RECIPIENT)

WHEREAS, the parties desire to contract for the furnishing of health services of a technical and professional nature by the PROVIDER to the RECIPIENT, pursuant to N.J.S.A. 26:2A2-1 et seq. and N.J.S.A. 40:8A-1 et seq.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth the parties agree as follows:

1. THE PROVIDER shall provide duly licensed personnel to carry out, within the territorial jurisdiction of the RECIPIENT, the following public health activities:
Provide the services of a licensed Registered Nurse who will administer public health nursing activities. All above activities shall meet "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52."
2. The Director of Nursing of the RECIPIENT shall direct and supervise registered nurse of the PROVIDER.
3. The PROVIDER shall provide the services specified herein from January 1, 2011 to December 31, 2012.
4. In consideration of the performance by PROVIDER of its agreement herein, RECIPIENT covenants and agrees to pay PROVIDER during the contract period, thirty-five dollars (\$35) per hour of nursing time and administration, up to fifteen hours per week. Invoices will be submitted quarterly by the provider to the recipient for payment.
5. Either party may withdraw from this contract by Resolution. A certified copy of such resolution shall be submitted to the other party sixty days prior to the withdrawal date.
6. Montclair agrees to hold Nutley harmless from any and all obligations, liabilities, judgments, claims and demands which may arise out of this agreement and further agrees to save and hold harmless Nutley and to defend at its own cost and expense any such claim or lawsuit instituted by third parties against Nutley. Nothing contained herein shall relieve Nutley from liability for the negligence or other wrong doing of its agents, servants, and/or employees.

Date: _____

Date: January 18, 2011

Joanne Cocchiola
Mayor, provider

Marc D. Dashield
Marc Dashield
Township Manager, Recipient

Date: _____

Date: January 18, 2011

Evelyn Rosario
Township Clerk, provider

Linda A. Wanat
Linda Wanat
Township Clerk, Recipient

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 Purchasing

TOWNSHIP OF MONTCLAIR

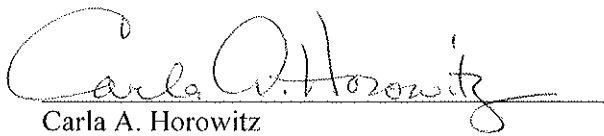
RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT FOR THE PROVISION OF NURSING SERVICES TO NON-PUBLIC SCHOOLS

January 18, 2011

BE IT RESOLVED by the Council of the Township of Montclair, in the County of Essex, that the Mayor and Township Clerk be and they hereby are authorized to execute and attest an agreement with the Montclair Board of Education for the Township to provide nursing services to non-public schools for the 2010-2011 school year, in accordance with N.J.S.A. 18A:40-23, in the form attached hereto and made a part hereof.

RECORD OF COUNCIL VOTE											
	YES	NO	ABS	N.V.	AB		YES	NO	ABS	N.V.	AB
Councilor Africk	✓					Councilor Murnick	✓				
Councilor Baskerville	✓					Councilor Terry	✓				
Mayor Fried	✓					Deputy Mayor Weller-Demming	✓				
Councilor Lewis	✓										
X - Indicate Vote ABS - Abstain N.V. - Not Voting AB - Absent											

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Council of the Township of Montclair, in the County of Essex, at its meeting held on January 18, 2011.



Carla A. Horowitz
 Deputy Municipal Clerk of the Township of Montclair, N.J.

**MONTCLAIR PUBLIC SCHOOLS
MONTCLAIR, NEW JERSEY 07042**

**NURSING SERVICES FOR NONPUBLIC SCHOOLS
(Chapter 226, Laws of 1991)**

SCHOOL YEAR 2010-2011

- A. Pursuant to official action taken at a meeting of the Board of Education of Montclair in the County of Essex held on June 7, 2010.
1. Said Board agrees that the Department of Health, Township of Montclair shall provide nursing services to nonpublic school students in accordance with Chapter 226, Laws of 1991 attending the following schools located within the district:

Please see attached

2. The terms of the Agreement shall be in effect from July 1, 2010 through June 30, 2011.

B. **BILLING & PAYMENT**

Said Board agrees to pay the Department of Health, Township of Montclair the total state funded allocation received by the district for nursing services to nonpublic schools. It is further agreed that the Board will issue payment to the Department of Health, Township of Montclair on the 1st day of each month beginning September 1, 2010. The total final cost of this Agreement shall not exceed the state funded amount which the district receives for providing health services to nonpublic schools in accordance with Chapter 226, Laws of 1991.

C. **SERVICES**

The Department of Health, Township of Montclair will employ registered nurses to provide the following services to the extent of the funding received for each nonpublic school located within the district. The number of hours nurses are assigned to each funded nonpublic school will depend upon the limitations of this funding.

1. Maintaining student health records. Notify local county health officials of any students who have not been properly immunized.
2. Assist with medical examination, including dental screening.
3. Conduct hearing screenings
4. Conduct scoliosis screenings. Conduct examinations of pupils between the ages of 10 and 18 for the condition known as scoliosis.

5. Extend emergency nursing care provided to public school pupils to those pupils who are enrolled full-time in the nonpublic school who are injured or become ill at school or during participation on a school team or squad. The district board of education is required to adopt written policies and procedures extending emergency medical care to nonpublic school students.
6. Provide medical equipment for the above services where needed, such as scale, blood pressure machine, lighted eye screening box, audiometer, etc. within the limits of the individual nonpublic school's state appropriated funding.
7. Provide medical supplies such as rubber gloves, tongue depressors, thermometers, emergency first aid kits, etc. within the limits of the individual nonpublic school's state appropriated funding.
8. Provide additional medical services within the limits of the individual nonpublic school's state appropriated funding.

The Department of Health, Township of Montclair will assist the district in meeting all state reporting requirements and will work cooperatively with the district in preparation for the Department of Education monitoring of funds allocated for nursing services to nonpublic schools, Chapter 226, Laws of 1991.

IN WITNESS WHEREOF, the Board of Education of Montclair, the county of Essex, and the Department of Health, Township of Montclair, have, by resolution, directed that their respective presidents and secretaries must affix to this Agreement, a certified copy of the board resolution approving said Agreement.

DEPARTMENT OF HEALTH, TOWNSHIP OF MONTCLAIR

Approved: _____

Mayor *[Signature]* Date _____
 Township Clerk _____ Date _____

BOARD OF EDUCATION OF THE DISTRICT OF MONTCLAIR

Approved: _____

President *[Signature]* Date 6/10/10
 Secretary *[Signature]* Date 6/11/10

Any alteration of this Agreement/Contract is expressly prohibited without written consent of the Department of Health, Township of MONTCLAIR.

**NONPUBLIC SCHOOLS
2010-2011**

IMMACULATE CONCEPTION HIGH SCHOOL
33 COTTAGE PLACE
MONTCLAIR, NJ 07042
744-7445

LACORDAIRE ELEMENTARY SCHOOL
155 LORRAINE AVENUE
UPPER MONTCLAIR, NJ 07043
746-2660

LACORDAIRE HIGH SCHOOL
155 LORRAINE AVENUE
UPPER MONTCLAIR, NJ 07043
744-1156

MONTCLAIR KIMBERLY ACADEMY
201 VALLEY ROAD
MONTCLAIR, NJ 07042
746-9800

MONTCLAIR COOPERATIVE SCHOOL
65 CHESTNUT STREET
MONTCLAIR, NJ 07042
783-4955

ST. CASSIAN'S SCHOOL
190 LORRAINE AVENUE
UPPER MONTCLAIR, NJ 07043
746-1636

Att: Jackie

NEW JERSEY DEPARTMENT OF EDUCATION
 DIVISION OF FINANCE
 NON-PUBLIC NURSING AID NOTICE
 AMOUNT PER PUPIL \$67.35
 ENTITLEMENT YEAR 2010-11
 DISTRICT SUMMARY

Tic to schools 8/12/10

PAGE 1

07/07/10

13 ESSEX
 3310 MONTCLAIR TOWN

SCHOOL	PEPILS	STATE AID
IMMACULATE CONCEPTION HIGH SCHOOL 33 Cottage Place Montclair, NJ 07042 (201) 744-7445	181	\$12,190.00
LACORDAIRE HIGH SCHOOL 155 Lorraine Avenue Upper Montclair, NJ 07043 (973) 744-1156	80	\$5,388.00
MONTCLAIR KINDERLEY ACADEMY 201 VALLEY ROAD MONTCLAIR, NJ 07042 (973) 746-9800	957	\$64,454.00
LACORDAIRE ACADEMY ELEM 155 Lorraine Ave Upper Montclair, NJ 07043 (973) 746-2660	143	\$9,631.00
MONTCLAIR COOPERATIVE SCHOOL 65 CHESTNUT STREET MONTCLAIR, NJ 07042 (973) 783-4955	126	\$8,486.00
ST CASSIAN SCHOOL 190 Lorraine Ave. Upper Montclair, NJ 07043 (973) 746-1636	174	\$11,719.00

Message left Mrs DeGnan

*FAMILY - no answer
message left w/ Morgan*

*- Donna Buis, asst
officer*

*= 263 hrs - secretary
(24 hrs)*

DISTRICT TOTALS:
 NUMBER OF SCHOOLS -> 6
 PUPILS -> 1661
 STATE AID -> \$111,868.00