

Memorandum

Law Department

To: Joseph Bodek, City Clerk

From: Dana Tristao-Law Department

Date: 4/21/2014

Re: Shared Services Agreement-Holy Redeemer Home Care-2014 Health Educator Agreement

Attached hereto is are fully executed Agreements regarding the above captioned. Resolution No. 2014-62 approving same were passed at the January 21, 2013 Council Meeting. Date of Agreement is 1/1/2014.

cc: Nancy Koblis, Department of Health

**VISITING NURSE AND HEALTH SERVICES, INC.,
"d/b/a" HOLY REDEEMER HOME CARE – NJ, NORTH
and
LINDEN BOARD OF HEALTH**

2014 HEALTH EDUCATOR AGREEMENT

THIS AGREEMENT, made this 1st. day of January, 2014 between the Board of Health of the City of Linden, of the County of Union, a municipal corporation of the State of New Jersey, hereinafter referred to as the "*Municipality*" and the Visiting Nurse & Health Services, Inc., "d/b/a" Holy Redeemer Home Care - NJ, North, hereinafter referred to as the "*Agency*".


WITNESSETH:In consideration of the mutual promises and covenants herein contained, THE PARTIES AGREE AS FOLLOWS:

1. The Agency agrees to make available to the Municipality a Health Educator, who will work a maximum of 100 hours, at \$73.00 per hour for a maximum of \$7,300.00.
2. The Agency agrees to bill the municipality eleven installments of \$608.30 and one installment of \$608.70 per month for all the services rendered for the period commencing January 1, 2014 and terminating December 31, 2014.
3. The Municipality shall pay for any educational materials, newspaper releases and other materials required by the Health Educator in the performance of his/her duties, and shall further provider office space for the Health Educator.
4. The Health Educator shall work under the general supervision of the Director of Community Based Services of the Agency, and she/he shall also work with the Health Officer of the Municipality. The qualifications of the Health Educator and all activities will meet the minimum standards of performance for local Board of Health in New Jersey.
5. The Agency will submit to the Municipality a monthly and annual report with regard to the services rendered under this Agreement.
6. The Health Educator, in conjunction with the Health Officer and his/her staff, will provide a structured Health Promotion Program in accordance with Community Health Education needs, which shall include health components for drug abuse control smoking prevention and cessation, alcohol abuse control, nutrition, injury control, physical fitness and exercise, H.I.V. infection prevention and control, Tuberculosis and lead education and shall include the following:
 - a. As assessment of Health Education needs and identification of target populations based on information from the New Jersey Department of Health, Community Health Profile and other relevant health related data.
 - b. Written health education program plans with measurable objectives for the components in 6 above, based on the Health Promotion Guidelines, and other identified health needs.
 - c. Identification and involvement of local leadership in the planning, implementation, and maintenance of needed health education services and programs to include collaboration with other agencies servicing the community where such opportunities exist, and consultation with content specialists in the required components in (6) above; and other areas as needed.

- d. Application of appropriate health education interventions to provide for the effective implementation of health education programs (i.e., community development, skill development, simulation, peer group discussion behavior modification, lecture, media awareness programmed learning, individual instruction, etc.).
 - e. Integration of a health education component into health department programs and services covering the required health promotion topics in (6) above.
 - f. Consultation and training in the application of health education techniques for the professional staff of the health department; and
 - g. Evaluation and report of the degree of success in achieving predetermined health education objectives.
 - h. The health educator shall serve as a community health information resource.
7. The Agency agrees to comply with P.L. 1975, C. 125 (N.J.A.C. 17:27), which details mandatory affirmative action practices and procedures as delineated in the affirmative action language herein attached as Exhibit A.
 8. The Agency agrees to bear the cost of said employee's automobile transportation, the necessary phone calls in the district served, and the clerical services for preparation of reports.
 9. The Agency covenants and agrees to carry professional liability (malpractice) in minimum limits of \$1,000,000 each claim, \$1,000,000 aggregate; and that the Agency will during the term of this contract keep in effect Worker's Compensation insurance on its employees in accordance with the requirements of the State Law; and that certificates of said insurance policies be provided by the Agency when requested by the Municipality during the time that this contract is in full force and effect.
 10. The Agency agrees and covenants to indemnify the Municipality against and to behold the Municipality harmless from any and all obligations or liabilities, indebtedness, claims, demands, suits or causes of action resulting from the performance of the within agreement insofar as such consequences result from the acts of the Agency, its agent, servant or employee.

IN WITNESS WHEREOF, the City of Linden has caused its corporate seal to be hereto affixed and these presents to be signed by the Mayor of the City of Linden, and attested by the City Clerk and the Visiting Nurse & Health Services, Inc., "d/b/a" Holy Redeemer Home Care - NJ, North has caused these presents to be signed by its Senior Vice President/Chief Administrative Officer, attested by its Secretary and its corporate seal to be hereto affixed, the day and year above written.


ATTEST:


City Clerk

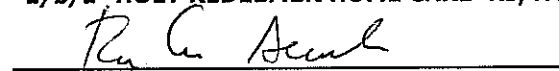
CITY OF LINDEN, NJ


Mayor

ATTEST:


Secretary

**VISITING NURSE AND HEALTH SERVICES, INC.,
"d/b/a" HOLY REDEEMER HOME CARE-NJ, NORTH**


Senior Vice-President

RESOLUTION: 2014-62

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN VISITING
NURSE AND HEALTH SERVICES, INC., D/B/A HOLY REDEEMER
HOME CARE AND THE LINDEN BOARD OF HEALTH FOR 2014

WHEREAS, the City of Linden is desirous of entering into a contract with Visiting Nurse and Health Services, Inc., d/b/a Holy Redeemer Home Care-NJ North for health educator services; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), said contract is exempt from the bidding requirements of the Local Public Contracts Law; and

WHEREAS, funds are available for this purpose, to be charged to account/line item No. 4-01-27-330-183-255;

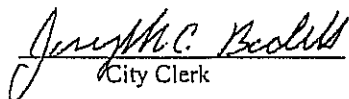
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LINDEN as follows:

1. The City of Linden and the Linden Health Department hereby approve the 2014 Health Educator Agreement between the City of Linden and Visiting Nurse and Health Services, Inc., d/b/a Holy Redeemer Home Care-NJ North, attached hereto and made a part hereof, in the amount of \$608.30 for eleven months and \$608.70 for one month, totaling \$7,300.00, effective January 1, 2014 through December 31, 2014.
2. The Mayor and City Clerk be and hereby are directed, empowered and authorized to execute said 2013 Health Educator Agreement on behalf of the City of Linden.
3. This Resolution shall take effect pursuant to law.

PASSED: January 21, 2014

APPROVED: January 22, 2014

ATTEST:


City Clerk

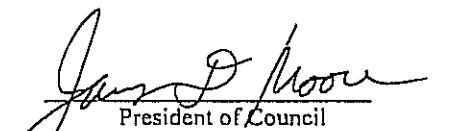
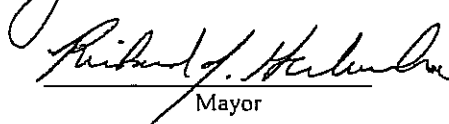

President of Council

Mayor

EXHIBIT A

P.L. 1975, C. 127 (N.J.A.C 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACT

During the performance of this contract, the contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the administrative Code (NJAC 17:27).



CERTIFICATE OF LIABILITY INSURANCE

HOLYRED-01

OTME

DATE (MM/DD/YYYY)
7/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Pennsylvania, LP The Curtis Center 601 Walnut Street, Suite 805 Philadelphia, PA 19106	(215) 587-1200	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Lexington Insurance Company	19437
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Holy Redeemer Health System
1648 Huntingdon Pike
Meadowbrook, PA 19046-

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			11467154	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Non-Healthcare Prov Prof Liab			11467154	7/1/2013	7/1/2014	\$1,000,000 per claim \$1,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance -

Holy Redeemer Visiting Nurse Agency, Inc.; Holy Redeemer Home Care, Inc.; Visiting Nurse Health Services, Inc.; Visiting Nurse Custon Services, Inc.; Visiting Nurse Service System, Inc.; VNA Home Care of Mercer County

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Val E. Smith

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