

DIVISION OF LOCAL GOVERNMENT SERVICES  
SHARED SERVICES AGREEMENT  
COVER SHEET

PROVIDER: City of Elizabeth COUNTY: Union

RECIPIENT: Borough of Roselle COUNTY: Union

BRIEF DESCRIPTION OF SERVICE:

Shared Service agreement providing TB Reactor services

EFFECTIVE DATE: January 22, 2013

EXPIRATION DATE: December 31, 2013

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

# BOROUGH OF ROSELLE



## RESOLUTION NUMBER 2013-095

### RESOLUTION AUTHORIZING TB REACTOR SERVICES WITH THE CITY OF ELIZABETH DEPARTMENT OF HEALTH AND HUMAN SERVICES

WHEREAS, The Borough of Roselle is desirous of entering into a contract with the City of Elizabeth Health Department for services provided by the Union County TB Reactor Clinic; 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

The Chief Financial Officer has certified that sufficient funds in the amount of \$500 are available within the CY 2013 Temporary Budget in Account# 01-2010-27-3302.

WHEREAS, pursuant to N.J.A.C. 50:30-5.5(e) the award of the contract shall be subject to the availability and appropriation of funds in the CY 2013 budget in account# 01-2010-27-3302; and

WHEREAS, if funds are not available for the contract in the 2013 temporary and permanent budget, the contract will be terminated.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Roselle as follows:

1. The Borough of Roselle and the Roselle Health Department hereby approve the Letter of Agreement between the Borough of Roselle and the City of Elizabeth, Department of Health and Human Services providing for TB Reactor Services, attached hereto and made a part hereof, at a fee of \$90.00 per patient visit, and an Administrative fee of \$70.00 for services, not to exceed \$1,000.00.
2. The Mayor and Borough Clerk be and hereby are directed, empowered and authorized to execute said Letter of Agreement on behalf of the Borough of Roselle.
3. The term of this contract is for a period commencing January 1, 2013, and terminating December 31, 2013.
4. This Resolution shall take effect pursuant to Law.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

I, Lydia Agbejimi, Deputy Municipal Clerk of the Borough of Roselle, in the County of Union, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Borough Council of the Borough of Roselle, County of Union, State of New Jersey at a Special meeting of said Council held January 22, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Borough of Roselle in the County of Union and State of New Jersey this 22<sup>nd</sup> day of January 2013.

  
Lydia Agbejimi, Deputy Municipal Clerk

**LETTER OF AGREEMENT**  
**January 1, 2013 through December 31, 2013**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of January 2013, between the Borough of Roselle in the County of Union, a municipal corporation of the State of New Jersey, hereinafter referred to as the "MUNICIPALITY", having its offices at 210 Chestnut Street and the City of Elizabeth, Department of Health and Human Services, Division of Health.

**WHEREAS**, the MUNICIPALITY of Roselle is desirous in obtaining services from the City of Elizabeth, Department of Health and Human Services as herein set forth; and

**WHEREAS**, the City of Elizabeth, Department of Health and Human Services, in conjunction with Neighborhood Health Services Corporation is ready, willing and able to furnish said services under the conditions set forth herein:

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements hereinafter set forth, the Borough of Roselle and the City of Elizabeth, Department of Health and Human Services mutually agree and covenant as follows:

The Municipality agrees to pay the City of Elizabeth, Department of Health and Human Services the sum not to exceed \$90.00 per patient visit and an administration fee of \$70 for services rendered at the Union County TB Reactor Clinic in Elizabeth. The total sum shall be payable upon receipt of a report of a confirmed medical services rendered at the Clinic.

The City of Elizabeth, Department of Health and Human Services in conjunction with Plainfield Neighborhood Health Services Corporation shall provide TB Reactor Services Saturdays from 9:00 a.m. to 12:00 noon at the Neighborhood Health Services Corporation, 250 Second Street, 2<sup>nd</sup> Floor, Elizabeth, NJ.

The City of Elizabeth, Department of Health and Human Services shall secure prompt reporting of all cases of TB Reactors and forward reports to the Department of Health, to the attention of the Health Officer of the Borough of Roselle.

The City of Elizabeth, Department of Health and Human Services shall interview and investigate priority TB cases and report results of these services on appropriate forms.

The City of Elizabeth, Department of Health and Human Services shall provide counseling to all patients infected with TB and treated at the TB Reactor Clinic, to include, but not limited to, disease prevention, partner referral, need for follow-up testing, and appropriate action to take when symptoms appear.

The City of Elizabeth shall maintain an Agreement with Trinitas Hospital in the City of Elizabeth for the purpose of providing X-Ray and Laboratory services required for any suspected TB patient examined at the Union County TB Reactor Clinic. The Hospital shall bill the City of Elizabeth, Division of Health utilizing referral forms provided by the Clinic at the rate of **\$50.00 for X-Ray Examinations and \$45 to University Radiology Group for the reading of the X-Ray; \$7 for the Hepatic Panel Laboratory Analysis and \$20 for the AFB Culture/Smear.** Said billing will be in conformity with the routine and usual billing system of Trinitas Hospital and the Voucher System used by the City of Elizabeth.

In the event the patients referred to Trinitas Hospital have existing medical benefits, such as a 3<sup>rd</sup> Party Payor, then the Hospital shall bill that 3<sup>rd</sup> Party entity first. The City of Elizabeth and its affiliates will then only be responsible for any co-pay balance resulting when the 3<sup>rd</sup> Party Payor benefit is utilized.

Referrals made from the Elizabeth Site of the Union County TB Clinic will bear an inked stamp notation that billing, for other than the fore stated paragraph and 3<sup>rd</sup> Party Payor, should be billed to the City of Elizabeth, Division of Health. Any referral without this inked stamp notation shall not be considered by the hospital (Trinitas) to be legitimate or properly executed referral. Any services rendered by the Hospital under these circumstances shall be at the Hospital's own risk for payment.

In order to maintain reasonable charges to the Municipalities, the City of Elizabeth, Department of Health and Human Services has negotiated with the Neighborhood Health Services Corporation to enroll any patient attending the TB Reactor Clinic shall be processed to ascertain and utilize any Third Party Health Benefit Plan as payment for all services rendered. This processing shall be according to the following schedule:

- Patients who qualify for state, federal or private insurance payment of services will have those services billed. The Municipalities will be responsible only for co-pays including \$20.00 co-pay for patients who qualify for the state of New Jersey Un-reimbursed Care program.
- Patients who do not qualify for state, federal or private insurance payment for services may qualify for Neighborhood Health Services Corporation sliding fee schedule of payment. The Municipalities will be billed that fee which shall not exceed \$90.00 per patient visit.
- Patients who do not qualify for state, federal or private insurance payment for services and who do not qualify (or are not willing to be processed for state, federal or for a sliding scale program) will receive services and the Municipalities will be billed \$90.00 per patient visit.

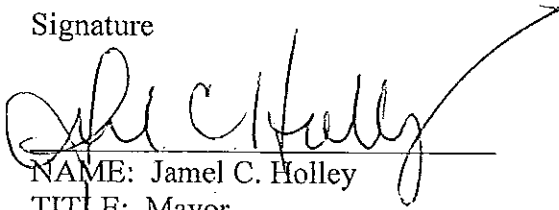
The City of Elizabeth, Department of Health and Human Services hereby agrees and covenants to indemnify the Municipality against, and to hold the Municipality harmless from any and all obligations or liabilities, indebtedness, claims, demands, suits, causes of action resulting from the performance of the within contract insofar as such consequences result from the acts of the City of Elizabeth, Department of Health and Human Services, its agents, servants and employees.

The City of Elizabeth, Department of Health and Human Services operates this clinic in compliance of the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.

The Borough of Roselle reserves the right to cancel the aforementioned contract upon sixty (60) days written notification to the City of Elizabeth, Department of Health and Human Services.

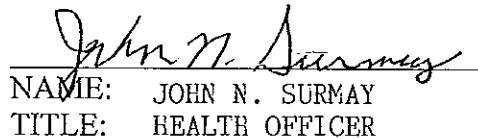
**IN WITNESS WHEREOF**, the parties have caused these presents to be executed by their duly authorized officers and their seals affixed and duly attested the day and year first above written.

Signature



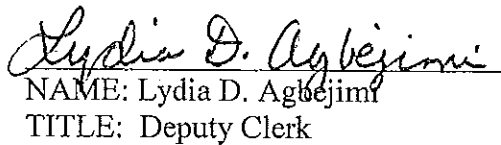
NAME: Jamel C. Holley  
TITLE: Mayor

Signature



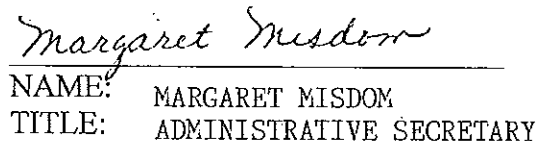
NAME: JOHN N. SURMAY  
TITLE: HEALTH OFFICER

Attest



NAME: Lydia D. Agbejimi  
TITLE: Deputy Clerk

Attest



NAME: MARGARET MISDOM  
TITLE: ADMINISTRATIVE SECRETARY