

TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NJ

CONSENT AGENDA RESOLUTION #18-32

**"RESOLUTION AWARDING A CONTRACT TO TRINITAS REGIONAL MEDICAL CENTER C.A.R.E./E.A.P.  
FOR THE EMPLOYEE ASSISTANCE PROGRAM – FOR PERIOD ENDING DECEMBER 31, 2018"**

WHEREAS, there exists the need for services related to an Employee Assistance Program (EAP) for the employees of the Township of Jefferson; and

WHEREAS, the Township of Jefferson has received a proposal for EAP services from Trinitas Regional Medical Center C.A.R.E./E.A.P.; and

WHEREAS, the Mayor and Administrator have recommended acceptance of the proposal from Trinitas Regional Medical Center C.A.R.E./E.A.P.; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5 (b) a certificate showing availability of funds has been provided to the Township by the Chief Financial Officer of the Township, certifying that funds for said contract are available and are designated to a line item appropriations designated below and totaling \$4,500.00.

8-01-23-210-210-283


\$4,500.00

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jefferson, County of Morris, State of New Jersey, that a contract is hereby awarded to Trinitas Regional Medical Center C.A.R.E./E.A.P., 300 North Avenue East, Cranford, New Jersey, 07016 for the Township's 2018 EAP services in an amount not to exceed \$4,500.00.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are authorized to enter into and execute the contract on behalf of the Township.

BE IT FURTHER RESOLVED that the term of this contract shall be for one year, from January 1, 2018 through December 31, 2018.

ATTEST:

  
MICHELE REILLY, TOWNSHIP CLERK  
Dated: January 3, 2018

COUNCIL OF THE TOWNSHIP OF JEFFERSON:

  
DEBI MERZ, COUNCIL PRESIDENT

CERTIFICATION: I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township Council at a meeting held on January 3, 2018.

  
Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham			X			
Finnegan	X		X			
Smith		X	X			
Dunham			X			
Merz			X			

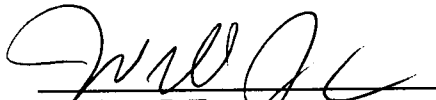
**CMFO'S Certification of Availability of Funds**

I, William J. Eagen, hereby certify that sufficient funds will be available with the adoption of the 2018 Municipal Budget: Health Insurance OE, for the purpose stated herein, all in accordance with requirements of the Local Budget Law NJSA 40A: 4-1, et.seq.

**Purpose:** Employee Assistance Program  
**Vendor:** Trinitas Regional Health Center (TRINIT50)  
**Line Item No.:** 8-01-23-210-210-283  
**Amount Certified:** \$ 4,500.00

**Total Certified Amount Not to Exceed:** **\$4,500.00**

Certified this 3<sup>rd</sup> day of January, 2018  
For 1/03/2018 meeting

  
\_\_\_\_\_  
William J. Eagen  
Chief Financial Officer

**Trinitas Regional Medical Center  
300 North Ave. East  
Cranford, New Jersey, 07016**

**Comprehensive Assistance and Referral for Employees (C.A.R.E.)  
Employee Assistance Program Agreement (E.A.P.)**

THIS AGREEMENT, made the 1<sup>st</sup> day of January 2018,

By and Between        Trinitas Regional Medical Center, a non-profit corporation of the State of  
New Jersey, with offices at 300 North Ave. East, Cranford, New Jersey  
07016

Hereinafter designated "Trinitas Regional Medical Center C.A.R.E./E.A.P.

And                        Jefferson Township

Hereinafter designated "Jefferson Township"

WHEREAS, TRINITAS REGIONAL MEDICAL CENTER C.A.R.E./E.A.P. provides assistance to business and governmental organizations in connection with the design, implementation, and maintenance of Employee Assistance Programs for employees of such business and governmental organizations;

WHEREAS, JEFFERSON TOWNSHIP desires that such a program should be available to its employees.

WITNESSETH that for and in consideration of the mutual promises herein contained, it is understood and agreed as follows:

1. Trinitas Regional Medical Center C.A.R.E./E.A.P. will:
  - a. Assist in the design of an Employee Assistance Program for the Jefferson Township and the development of supporting information for the Program. This shall include working with the Jefferson Township management and appropriate staff such as personnel, medical and public relations.
  - b. Hold orientation sessions for all levels of the Jefferson Township management, supervisory personnel, and employees to orient them to the employee assistance services according to schedules and locations mutually agreed upon.

- c. Provide assistance to the Jefferson Township employees and members of their families through individual interviews and/or counseling sessions. Such sessions will be in response to supervisor, management, or self-referrals and may be held at Jefferson Township locations or at one of the Trinitas Regional Medical Center C.A.R.E./E.A.P. locations as mutually convenient to the parties involved.
- d. Where indicated, refer Jefferson Township employees to other agencies and individuals for assistance. In making such referrals to other agencies, due regard will be given to the appropriateness of the referrals in view of the need, location, cost and available resources. Also, Jefferson Township employees will be advised that they, and not the Jefferson Township, shall be responsible for all costs and fees of any such agency for services rendered to them.
- e. Upon request, consult with individuals Jefferson Township supervisors regarding potential or actual supervisory referrals.
- f. Provide Critical Incident Stress De-briefings for managers and employees following traumatic events.
- g. Provide Jefferson Township on a quarterly basis a report of the progress of the Jefferson Township Employee Assistance Program.
- h. Such reports shall include a statistical analysis of the numbers and types of referrals.
- i. Designate an Account Manager to represent Trinitas Regional Medical Center C.A.R.E./E.A.P. to the Jefferson Township in day-to-day contact regarding the services covered by this agreement.
- j. Represent and warrant that all of the aforesaid services and treatments to be rendered by it will be conducted by duly qualified and, if required, licensed and or certified personnel, and that any and all referrals made by it will be made to such duly qualified and licensed personnel.
- k. Provide professional liability and public liability insurance and provide to the Jefferson Township proof of same if requested. The Jefferson Township will not be responsible for any malpractice suit that may arise as a result of treatment rendered by Trinitas Regional Medical Center C.A.R.E./E.A.P. hereunder.

l. Trinitas Regional Medical Center C.A.R.E./E.A.P. agrees to defend, indemnify and holds the Jefferson Township, its Insurance Fund, its Commissioners and appointed officials harmless against any and all claims or liabilities resulting from the negligent or intentionally wrongful act or omissions of C.A.R.E./E.A.P., its employees and agents in connection with all activities undertaken by C.A.R.E./E.A.P., pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the Jefferson Township, its Insurance Funds, its Commissioners and appointment officials, based upon any act or omission of C.A.R.E./E.A.P., and shall hold the Jefferson Township harmless from same. This Agreement is also subject to the provision of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq. and the Contractual Liability Act of N.J.S.A. 59:13-1 et seq.

m. Prepare and obtain consent from each participating Jefferson Township employee prior to the release of any information concerning the employee. Trinitas Regional Medical Center C.A.R.E./E.A.P. staff member will explain such form to each participating employee.

2. Jefferson Township will:

a. Provide such meeting places and facilities as may be required for planning and evaluation meetings, group orientation sessions and individual conferences with supervisors and employees.

b. Assume responsibility for scheduling and notifying participants of such meetings.

c. Provide internal and external publicity and communication appropriate to launch and maintain the Program.

d. Designate an employee of the Jefferson Township to be the coordinator of the Program and as such to represent the Jefferson Township to Trinitas Regional Medical Center C.A.R.E./E.A.P. in the day-to-day contacts regarding services covered by this agreement.

e. Pay Trinitas Regional Medical Center C.A.R.E./E.A.P. a quarterly fee upon the receipt of a quarterly annual written statement. The total fee is \$4,500.00 and provides coverage for 118 employees for a six (6) session model.

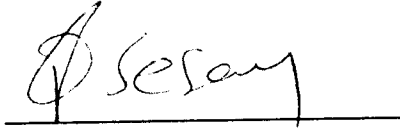
3. Additional Items:

a. This agreement will remain in effect from January 1, 2018 till December 31, 2018 and may be extended or modified by a written statement signed by both Jefferson Township and Trinitas Regional Medical Center C.A.R.E./E.A.P. prior to its expiration. Either party upon sixty (60) days advance written notice to the other party may terminate this agreement at any time.

In the event that an employee's employment at Jefferson Township is terminated during contact with Trinitas Regional Medical Center C.A.R.E./E.A.P., the services of Trinitas Regional Medical Center C.A.R.E./E.A.P. will be continued until completed. Terminated Jefferson Township employees who have not had contact with Trinitas Regional Medical Center C.A.R.E./E.A.P. are entitled to coverage under this Agreement as long as their Jefferson Township benefits are in effect. This provision does not extent to retirees.

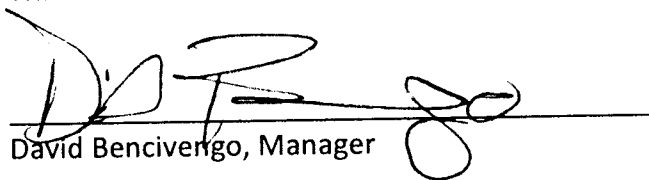
- b. All personnel associated with Trinitas Regional Medical Center C.A.R.E./E.A.P. in connection with this Program shall be deemed employees, agents, servants, or independent contractors of Trinitas Regional Medical Center C.A.R.E./E.A.P. and not employees of Jefferson Township, except that physicians or other health care personnel or agencies to whom the employee may be referred for independent consultation or treatment as a result of this Program shall not be considered as employees, agents, servants, or independent contractors of Trinitas Regional Medical Center C.A.R.E./E.A.P.

WITNESS



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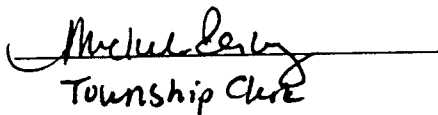
TRINITAS REGIONAL MEDICAL CENTER



A handwritten signature in cursive script, appearing to read "David Bencivergo", written over a horizontal line.

David Bencivergo, Manager

WITNESS



A handwritten signature in cursive script, appearing to read "Michael Deery", written over a horizontal line.

Township Clerk

JEFFERSON TOWNSHIP



A handwritten signature in cursive script, appearing to read "Russell W. Felter", written over a horizontal line.

Russell W. Felter - Mayor