

SOUTH ORANGE VILLAGE
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RESOLUTION #2021-057

March 22, 2021

RESOLUTION AMENDING RESOLUTION 2021-003 TO EXTEND THE AWARDED CONTRACT AN ADDITIONAL YEAR TO SAINT BARNABAS HEALTH MANAGEMENT SERVICES FOR THE PROVISION AND ADMINISTRATION OF AN EMPLOYEE ASSISTANCE PROGRAM

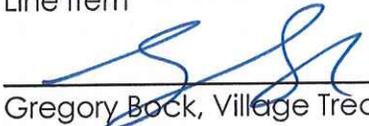
WHEREAS, the Board of Trustees of the Township of South Orange Village adopted Resolution #2021-003 on January 11, 2021 accepting proposal and awarding a contract to Saint Barnabas Health Management Services for the Provision and administration of an Employee Assistance Program for the period from January 1, 2021 through December 31, 2022;

WHEREAS, the Village wishes to extend the contract for an additional year through December 31, 2023 and all other terms set forth in the proposal and contract shall remain unchanged.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that the Village President or Administrator and Village Clerk are hereby authorized to execute an amended contract to Barnabas Health Management Services for the provision of an Employee Assistance Program in the amount of \$2,718.00 per year for the period from January 1, 2021 through December 31, 2023 and for such future periods as specified in the Proposal on the terms set forth therein, subject to annual appropriations therefore for said services upon receipt of the below Certification of Available Funds executed by the Village's Treasurer.

CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Gregory Bock, Village Treasurer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

<u>01-2010-23-1172-710</u>	<u>EMPLOYEE GROUP BENEFITS O/E</u>	<u>NTE \$2,718.00</u>
Line Item	Description	Amount
		<u>3/19/21</u>
Gregory Bock, Village Treasurer		Date



Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke	X		X			
Coallier			X			
Hartshorn Hilton						
Jones			X			
Schnall		X	X			
Zuckerman			X			

CERTIFICATION

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, March 22, 2021.


Ojetti E. Davis
Acting Village Clerk

**Employee Assistance
Program
Contract**

January 1, 2021 – December 31, 2023

For

Township of South Orange Village

Assistance Programming and for rendering the professional, administrative and supervisory services appurtenant hereto.

- D. "Dependent" shall be defined as the same as defined by employees' health insurance.

II. RETENTION

Client engages as an independent contractor for the Provider to establish, implement and operate RWJBarnabas Health One Source Employee Assistance Programming and to render the professional, administrative and supervisory services appurtenant thereto.

III. TERM

This Agreement shall commence on January 1, 2021 and shall continue until December 31, 2023, unless sooner terminated as herein after provided in Paragraph VII.

IV. OBLIGATIONS

A. The provider shall have the following obligations:

- (i) The Provider shall devote all of the time, energy and attention reasonably necessary to establish, implement and operate the RWJBarnabas Health – One Source Employee Assistance Programming.
- (ii) The Provider shall render or cause to be rendered in a professional, competent and satisfactory manner the professional, administrative and supervisory services appurtenant to RWJBarnabas Health – One Source Employee Assistance Programming. The services encompassed are set forth in Exhibit A annexed hereto and incorporated herein.

Appointments scheduled with Participating Professionals shall not interfere with Client Employees attendance work hours, unless the Client mandates an Employee's attendance to the Provider during such hours.

- (iv) Client will maintain during the performance of this Agreement, a policy or policies of insurance customary in the industry, including: comprehensive general liability, employers liability and professional insurance on an Occurrence basis with limits of at least \$1,000,000 per occurrence, and workers compensation insurance with limits as required by applicable law.

V. PROFESSIONAL FEE

As compensation for the professional, administrative and supervisory services rendered hereunder during the term of this Agreement, the Client shall pay a professional fee to the Provider in accordance with the provisions of this Paragraph.

- A. For the services described in Exhibit A, Client shall abide by the terms of payment schedule attached. At the capitated fee of \$18.12 per eligible employee/per year the professional fee due under this Agreement contract will be calculated based on 150 employees.
- B. This Agreement will commence on January 1, 2021 and full payment of \$2,718.00 will be due upon signing of this agreement. The second payment of \$2,718.00 is due on January 1, 2022. If payment is not made within thirty (30) days of the date that such payment is due, Client will accrue late payment penalties at the rate of 1.5 per month or the highest percentage allowable by law.

VII. CONFIDENTIALITY

The Parties hereto shall consider and treat as confidential and shall take reasonable precautions to ensure the confidentiality of information relating directly or indirectly to the identities of Client Employees seeking RWJBarnabas Health – One Source Employee Assistance Programming and the personal problems for which they seek the services available hereunder.

VIII. TERMINATION

Either party hereto may terminate this Agreement with or without cause by giving the other party written notice of termination thirty (30) days prior to the effective date of termination set forth in said notice.

IX. CHOICE OF LAW

This Agreement shall be governed and interpreted in accordance with, and the rights of the parties hereto shall be determined by, the laws of the State of New Jersey.

X. WAIVER

Neither the failure or any delay on the part of a Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege or privilege with respect to any other occurrence.

XI. HEADINGS

The paragraph headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of the Agreement.

XVII. NOTICE

Any notice or other communication by either party to the other shall be in writing and shall be given, and be deemed to have been given, if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed as follows:

Provider: Saint Barnabas Management Services
95 Old Short Hills Road
Livingston, NJ 07052

Client: Township of South Orange Village
101 South Orange Avenue
South Orange, N.J.

With a copy to: RWJ Barnabas Health
95 Old Short Hills Road
Livingston, NJ 07052
Attn: David Mebane, General Counsel

XVIII. FURTHER ACTIONS

Each of the parties hereto agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

XIX. ENTIRE AGREEMENT

A. This Agreement is the complete and exclusive statement of the the parties and supersedes all prior agreements and

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be properly executed by their proper corporate officers the day and year first above written.

ATTEST:

PROVIDER: SBMS EAP

BY: _____

TITLE: _____

ATTEST:

CLIENT: Township of South Orange Village

BY: _____

TITLE: _____

DATE: _____