

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2013-098

Council Meeting Date: 03-11-2013

Date Adopted: 03-11-2013

TITLE: RESOLUTION APPROVING CONTRACT WITH TRINITAS REGIONAL
MEDICAL CENTER C.A.R.E./E.A.P. FOR AN EMPLOYEE ASSISTANCE
PROGRAM

Councilperson Galluccio submitted the following resolution, which was duly seconded
by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Council of the Borough of New
Providence, in the County of Union and State of New Jersey, that they do hereby
approve the contract from Trinitas Regional Medical Center C.A.R.E./E.A.P., in the form
as attached hereto, for an employee assistance program for the term March 1, 2013
through February 28, 2014 at the annual rate of \$3,800.00.

APPROVED, this 11th day of March, 2013.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
LESNEWICH			X	
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 11th day of March, 2013.

Wendi B. Barry, Borough Clerk

**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 ____ day of March 2013,

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 Borough of New Providence

Hereinafter designated "Borough of New Providence"

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, BOROUGH OF NEW PROVIDENCE 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 Borough of New Providence and the development of supporting information for the Program. This shall include working with the Borough of New Providence management and appropriate staff such as personnel, medical and public relations.
 - b. Hold orientation sessions for all levels of the Borough of New Providence 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 Borough of New Providence employees and members of their families through individual interviews and/or counseling for up to six (6) sessions. Such sessions will be in response to supervisor, management, or self- referrals and may be held at Borough of New Providence 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 Borough of New Providence 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, Borough of New Providence employees will be advised that they, and not the Borough of New Providence, shall be responsible for all costs and fees of any such agency for services rendered to them.
- e. Upon request, consult with individual Borough of New Providence supervisors regarding potential or actual supervisory referrals.
- f. Provide Critical Incident Stress De-briefings for managers and employees following traumatic events at a rate of **\$125** per hour.
- g. Provide Borough of New Providence on a quarterly basis a report of the progress of the Borough of New Providence 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 Borough of New Providence 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 proof of professional liability and public liability insurance to the Borough of New Providence upon request. The Borough of New Providence 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 Borough of New Providence, 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 Borough of New Providence, 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 Borough of New Providence 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 Borough of New Providence 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. Borough of New Providence 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 Borough of New Providence to be the coordinator of the Program and as such to represent the Borough of New Providence 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 yearly fee of \$3,800.00 paid quarterly at \$950.00 per quarter. The employee count is 170.

3. Additional Items:

- a. This agreement will remain in effect from March 1, 2013 till February 28, 2014 and may be extended or modified by a written statement signed by both Borough of New Providence 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 Borough of New Providence 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 Borough of New Providence 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 Borough of New Providence benefits are in effect. This provision does not extend 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 Borough of New Providence, 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

TINITAS REGIONAL MEDICAL CENTER

David Bencivengo, Manager - EAP

WITNESS

BOROUGH OF NEW PROVIDENCE

Wendi B. Barry, Borough Clerk

J. Brooke Hern, Mayor