

Service Agreement

BY and BETWEEN

**The Township of West Orange
And
Montclair State University**

The Center for Research and Evaluation on Education and Human Services (CREEHS) at Montclair State University, 1 Normal Ave, Montclair, New Jersey, 07043 hereinafter referred to as "UNIVERSITY," will provide consulting services to "The Township of West Orange," (WO) at Township of West Orange, 66 Main Street, West Orange, NJ, 07052, for the assessment of the of community residents aged 55 years and older. Funding to be provided by WO.

WHEREAS, WO wishes to have certain services performed in accordance with the initiatives outlined in this Agreement; and

WHEREAS, the performance of such services is consistent, compatible and beneficial to the academic role and mission as an institution of higher education; and

WHEREAS, University is qualified to provide such services required under this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

- I. **Scope of Work:** UNIVERSITY will use its best efforts in the delivery of services to WO as outlined in Attachment A, "Scope of Work."
- II. **Period of Performance:** Work under this contract will begin June 14, 2017 and extend for an eight month period, ending January 31, 2018. The final report to will be due by the contract end date of January 31, 2018.
- III. **Supervision by University:** The person with primary responsibility for supervision of the performance of services on behalf of the UNIVERSITY shall be Dr. Eden Kyse. No other person shall replace or substitute for her in the supervisory responsibilities hereunder without the prior written approval of WO.
- IV. **Payment:** The project consulting fee will be \$10,000, Firm Fixed Price, paid in two installments. 50% of the project fee will be paid upon final execution of the Agreement and receipt of UNIVERSITY invoice (\$5,000). The remaining 50% will be due upon submission of the final deliverable and receipt of UNIVERSITY invoice (\$5,000). Checks shall be payable to "Montclair State University," reference "CREEHS/ WO 80-2101106," and delivered to:

Montclair State University
CREEHS
1 Normal Avenue
University Hall, Suite 3124
Montclair, NJ. 07043

- V. Publication:** In furtherance of the UNIVERSITY's role as an institution of higher education, it is necessary that the results of service activities be reasonably available for publication by the UNIVERSITY. UNIVERSITY may use all data, technical information, curricula and other materials developed through the performance of this Agreement for presentations at meetings of academic or professional associations, for publications in academic or professional journals, or through other forms of dissemination to academic or professional audiences. WO acknowledges that UNIVERSITY may publish the results of services created under this Agreement. UNIVERSITY will provide WO an advance copy of any presentation or proposed publication at least thirty (30) working days prior to the presentation or submission for publication. Upon receipt of such copy, WO may request in writing the removal of portions deemed by WO to contain confidential information. Provision by UNIVERSITY of such copy does not constitute a request for prior approval, nor is such approval implied as a result of the submission and no approval is required prior to presentation or submission.
- VI. Independent Contractor:** It is understood and agreed that UNIVERSITY is an independent contractor, and not an agent or employee of WO and is not authorized to act on behalf of WO. MONTCLAIR STATE UNIVERSITY may provide WO with a W-9 form to facilitate this process.
- VII. Termination:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon termination, UNIVERSITY will be reimbursed as specified in or all costs and non-cancelable commitments incurred in the performance of this Agreement through the date of termination.
- VIII. Notice:** Any notice or other communication required or permitted to be given to either party shall be in writing. Such notice shall be sent or delivered to the respective addresses below:

In the case of UNIVERSITY:

Technical:

Dr. Eden Kyse
Director,
CREEHS
Montclair State University
1 Normal Avenue – UN3124
Montclair, NJ 07043
973-655-7045
kysee@mail.montclair.edu

Contractual:

Frederic Russo
Director,
Office of Research and Sponsored Programs
Montclair State University
1 Normal Avenue
Montclair, NJ 07043
973-655-3219
russot@mail.montclair.edu

In the case of WO:

Technical:

Theresa DeNova
Health Officer, Department of Health
Township of West Orange
66 Main Street
West Orange, NJ 07052
973-325-4124
tdenova@westorange.org

Contractual:

John Gross
Director of Finance
Township of West Orange
66 Main Street
West Orange, NJ 07052
973-325-4170
jgross@westorange.org

- IX. Use of Name:** WO may not use the name of UNIVERSITY in any news release, advertising or publication directed to the general public without prior written approval of UNIVERSITY.
- X. Governing Law:** This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey.
- XI. Force Majure:** Failure of either party to perform its obligations under this Agreement, except the obligation to make payments, shall not subject such party to any liability or place such party in breach of any term or condition of this Agreement to the other party if such failure is the result of any event beyond the reasonable control of such nonperforming party, including, but not limited to, acts of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strike or other labor trouble, failure in whole or part of suppliers to deliver on schedule materials, equipment or machinery, interruption of or delay in transportation, failure of utilities, energy, or conservation measures, mechanical breakdowns, a national health emergency or compliance with any order or regulation of any government entity acting with color of law.
- XII. Assignment:** Neither party shall assign or transfer any interest in this Agreement, or assign any claims for money due or to become due under this Agreement without the prior written consent of the other party.
- XIII. Entire Agreement:** This Agreement, with its attachments, constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes any other written or oral understanding of the parties. This Agreement may not be modified except by written instrument executed by both parties.

IN WITNESS, WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

MONTCLAIR STATE UNIVERSITY
"UNIVERSITY"

Dr. Tamara Lucas
Dean, College of Education and Human Services

Date

THE TOWNSHIP OF WEST ORANGE
"WO"

Agreed by The Township of West Orange
By Robert D. Parisi
Mayor

Date

Attachment A: Scope of Work

INTRODUCTION

The Center for Research and Evaluation on Education and Human Services (CREEHS) at Montclair State University (MSU) submits this proposed scope of work to provide needs assessment services to The Township of West Orange.

CREEHS proposes an eight-month process, working in tandem with The Township of West Orange through the West Orange Health Department, to conduct a needs assessment to better understand the characteristics, assets, needs and future plans of community residents aged 55 years and older. The proposed activities assume a close working relationship with the West Orange Health Department, as its expertise and experience will be crucial to the completion of the assessment process.

The narrative that follows includes a proposed plan for the needs assessment. We provide an outline of the proposed tasks, a timeline and a budget and management plan.

PROPOSED TASKS

CREEHS will conduct several activities during the project period. The descriptions below outline the methods and deliverables in further detail.

❖ INSTRUMENT DEVELOPMENT

At the beginning of the process, CREEHS staff will schedule and meet with key members of the West Orange Health Department and its partners to identify the key questions to be answered by the needs assessment as well as any other goals of the project. CREEHS will then develop and/or adapt appropriate instruments to collect data necessary to answer these questions. As proposed, this will include a survey.

- **A resident survey.** CREEHS will create a survey instrument, informed by existing instruments, to be administered to residents, aged 55 years and older, in West Orange.

❖ DATA COLLECTION

Once the survey is approved by the West Orange Health Department and the MSU Institutional Review Board (IRB), CREEHS will provide the West Orange Health Department and its partners a paper copy of the survey and a web link to the online resident survey. It will be the responsibility of the West Orange Health Department to distribute the web link as well as copy, distribute, collect, and data enter any paper surveys.

Hosted on SurveyMonkey, the online survey will allow multiple entries from a single IP address in order to facilitate numerous surveys being completed from the same computer. This would include any paper surveys data entered by West Orange Health Department staff or partners.

To facilitate paper and online survey administration, CREEHS will develop and conduct a survey administration training for the West Orange Health Department and its partners. This one- to two-hour training will provide instruction on strategies and best practices for survey administration and data entry. This training will occur prior to survey administration.

During the period when the survey is being administered, CREEHS will send weekly updates to the West Orange Health Department to monitor online survey completion rates.

❖ DATA ANALYSIS

CREEHS will download the survey data, further validate data accuracy, as well as clean and code the data, as appropriate. The CREEHS team will conduct quantitative and qualitative data analyses toward the key questions identified by the West Orange Health Department.

Quantitative data will be analyzed using descriptive statistics (e.g., frequency analyses, cross-tabulations, measures of central tendency).

Qualitative data from open-ended items will be content analyzed for common themes and key contextual information.

❖ REPORTING

The CREEHS team will prepare a brief written report at the end of the project. The brief report will summarize findings and provide recommendations that emerge from the data analyzed. A draft outline of this brief report may include the following:

- Introduction and Background
 - Brief description of West Orange as it relates to this project
 - Purpose of the project
- Methods
 - Overview of the evaluation purpose and questions
 - Description of the methods
- Findings
 - Description of key data points and themes arising from the data collected
- Recommendations
 - Recommendations for future action based on the data collected
- Appendix: Resident Survey Data Tables
 - Frequencies of each response, per survey question

This brief report will be submitted initially as a draft, inviting feedback from West Orange Health Department members before finalizing the document. Reporting activities also will include one in-

person meeting to review the summary of results and recommendations presented in the brief report.

❖ PROJECT ADMINISTRATION AND COMMUNICATION

CREEHS will maintain ongoing communication with the West Orange Health Department via bi-weekly telephone meetings as well as electronic mail communication to discuss the progress of data collection activities and proactively address any unexpected challenges. These regular conversations are critical to ensuring that activities are aligned with the anticipated outcomes of the needs assessment.

Two CREEHS team members will attend two meetings in West Orange, one of which will be an initial kick-off meeting to identify the key questions to be answered by this needs assessment and the other of which will be a final meeting to review the summary of findings and recommendations.

The CREEHS team also will prepare and submit an application to the MSU IRB for review and approval of the data collection, analysis, and reporting activities to take place. CREEHS will manage communication with the IRB.

DATA COLLECTION TIMELINE

CREEHS will use the following general timeline to complete the activities and deliverables included in this proposal. Overall, the timeline is from May 2017 through January 2018 (Table 1).

Table 1. Needs Assessment Timeline

Milestones and Deliverables	Target Date
1. Proposed scope of work finalized	Within two weeks of contract execution
2. Kick-off meeting to determine needs for data collection completed	May 18, 2017
3. Resident survey drafted	June 8, 2017 ¹
4. IRB application submitted	June 15, 2017
5. Resident survey uploaded	June 29, 2017 ²
6. Data collection training provided	July 19, 2017
7. Survey closed	October 31, 2017 ³

¹ Pending execution of the contract, the target date for the survey draft and subsequent tasks may be shifted.

² The finalized survey instrument is dependent on the review and feedback of the West Orange Health Department. Pending the date that CREEHS receives this feedback, the target date for the survey load and subsequent milestones may be modified. The target date for subsequent tasks will also be shifted in a similar pattern.

³ Should West Orange Health Department extend data collection past October, 2017, the target date for subsequent milestones may be modified.

8. Data analyses completed	December 15, 2017
9. Draft brief report of findings and recommendations submitted	January 19, 2018
10. Final meeting to review results and recommendations	January 31, 2018

BUDGET AND MANAGEMENT PLAN

This project includes three overall components, each of which includes time for communication and collaboration with the members of the West Orange Health Department:

1. **Developing and administering data collection** tools, including creating/adapting a resident survey, and submitting an application to MSU's IRB.
2. **Planning for and conducting data analysis**, including identifying key questions to be answered by the analysis and the analyses and summary of quantitative and qualitative data.
3. **Reporting of results**, including a brief report highlighting findings and recommendations.

The total proposed budget is **\$10,000**. This is inclusive of all salary, fringe, materials, travel, and other direct and indirect costs (Table 2).

Table 2. Budget

Budget	
CREEHS Staff Time (salary, fringe, indirect costs)	\$9,937
Materials/Supplies	\$30
Travel (Mileage + tolls for 2 visits to West Orange)	\$33
Total	\$10,000

The CREEHS *Director* will be responsible for overseeing the overall progress, quality, and budget management for this project. She will devote 1 day to this project.

A CREEHS *Senior Research Associate* will be responsible for managing all day-to-day operations and providing oversight to all staff assigned to this project. As project manager, she also will be responsible for project administration and management of the budget of the project. She will devote 6 days to this project.

A CREEHS *Research Assistant* will assist in developing the survey, monitoring survey completion, completing the IRB forms, as well as assisting with data analysis and reporting findings through the memo. She will devote 10 days to this project.

A trained *Graduate Research Assistant* enrolled in MSU's Graduate School will provide support in completing the IRB forms, summarizing data, and contributing to the findings memo. She will devote 15 days to this project.

The CREEHS *Program Assistant* will develop and communicate about contract and invoicing documents. She will devote less than 1 day to the project.

To cover the cost of traveling, \$33 is included for travel to and from meetings. In addition, \$30 is included for materials and supplies needed for the effective completion of the work stated above.