

**2010**  
**BLOODBORNE PATHOGEN PROGRAM PROFESSIONAL SERVICES AGREEMENT**  
between the  
**Borough of Maywood**  
and  
**County of Bergen**

**THIS AGREEMENT** made this 21<sup>ST</sup> day of JANUARY, 2010 by and between the County of Bergen, Department of Health Services, which has offices located at 327 East Ridgewood Avenue, Borough of Paramus, County of Bergen, State of New Jersey (hereinafter referred to as the "SERVICE PROVIDER") and Borough of Maywood, which has offices located at 15 Park Avenue, Maywood, 07607 County of Bergen, State of New Jersey (hereinafter referred to as the "SERVICE RECIPIENT").

**WHEREAS**, the "SERVICE RECIPIENT," through the provisions of N.J.S.A. 40A:60-1 et seq. requires the regular services of a Bloodborne Pathogens Coordinator; and

**WHEREAS**, the SERVICE PROVIDER is experienced in Bloodborne Pathogens Compliance Programs.

**WHEREAS**, the Bergen County Resolution # 2037, as adopted by the Bergen County Board of Chosen Freeholders dated Dec 16, 2009, authorizes the County Executive to enter into an agreement with Borough of Maywood.

**NOW, THEREFORE, IT IS AGREED** by and between the SERVICE RECIPIENT and the SERVICE PROVIDER as follows:

- I. APPOINTMENT.** The SERVICE PROVIDER is hereby appointed and retained as Bloodborne Compliance Coordinator and Trainer for the SERVICE RECIPIENT.
- II. TERM.** The term of this appointment shall commence on January 1, 2010, and shall continue for twelve months in accordance with the terms and conditions of this Agreement, terminating December 31, 2010.
- III. TERMINATION OF AGREEMENT.** The SERVICE RECIPIENT may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER.
  - A. The SERVICE PROVIDER and the SERVICE RECIPIENT shall have the opportunity for a hearing to determine whether the agreement should terminate before the both respective Executive Committees;
  - B. The SERVICE PROVIDER's Executive Committee shall determine whether the reasons for the termination can be amicably and reasonably resolved or whether, in its sole determination, the Agreement shall be terminated.
  - C. The SERVICE RECIPIENT's Executive Committee shall determine whether the reasons for the termination can be amicably and reasonably resolved or whether, in its sole determination, the Agreement shall be terminated.

- D. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE RECIPIENT.
- IV. **NEW JERSEY LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey
- V. **BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and insure to benefit the parties hereto, their respective personal representatives, successors and assigns.
- VI. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the SERVICE PROVIDER and the SERVICE RECIPIENT.
- VII. **ASSIGNMENT.** Neither party to this Agreement shall assign or transfer this Agreement, or any part thereof without prior written consent of the other; and should either party assign or transfer this Agreement, or any part thereof without prior written consent of the other, then, and in such event, either party may, at its option, forthwith cancel this Agreement by giving thirty (30) days written notice of same.
- VIII. **SEVERABILITY.** The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision which shall remain in full force and effect.
- IX. **NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- X. **PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to the SERVICE RECIPIENT.
- XI. **CAPTIONS.** The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- XII. **INSURANCE.** Except as elsewhere provided herein, SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following insurance to the SERVICE RECIPIENT:
- A. Workers' Compensation: Statutory - in compliance with the Compensation Law of the State of New Jersey;
  - B. General Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage;

- C. Automobile Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage. Insurance coverage for owned, hired and non-owned automobiles;
- D. Errors and Omissions: Minimum limit of liability of \$1,000,000 per occurrence.
- E. Failure by the SERVICE PROVIDER to supply such written evidence shall result in default.
- F. The insurance companies for the above coverage's must be licensed, solvent, and acceptable to the SERVICE RECIPIENT. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without SERVICE RECIPIENT approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

**XIII. INDEMNIFICATION AND HOLD HARMLESS.** SERVICE PROVIDER shall indemnify and hold the SERVICE RECIPIENT harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the SERVICE RECIPIENT, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall not be the responsibility of the SERVICE RECIPIENT, and the SERVICE PROVIDER shall hold the SERVICE RECIPIENT harmless from same;

- A. The SERVICE RECIPIENT, shall indemnify and hold the SERVICE PROVIDER harmless from any and all claims or liabilities arising out of the activities of the SERVICE RECIPIENT, its employees and agents, in connection with all activities undertaken by the SERVICE RECIPIENT pursuant to this Agreement; and
- B. It is the intention of the parties that any claim for relief of any type being asserted against the SERVICE PROVIDER based upon any act or omission of the SERVICE RECIPIENT, shall not be the responsibility of the SERVICE PROVIDER, and the SERVICE RECIPIENT shall hold the SERVICE PROVIDER harmless from same.

**XIV. INDEPENDENT CONTRACTOR STATUS.** The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of the SERVICE RECIPIENT. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.

**XV. ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

**XVI. OWNERSHIP OF RECORDS.**

- A. All records and data of any kind relating to the SERVICE RECIPIENT shall belong to the SERVICE RECIPIENT, and be surrendered to the SERVICE RECIPIENT upon expiration or termination of this Agreement.

- B. The SERVICE PROVIDER shall return all training records to the SERVICE RECIPIENT at the end of each year. The SERVICE RECIPIENT must keep the records for a period of three (3) years from the training date as stated in "29CFR Part 1910.30".
- C. Information released to the SERVICE PROVIDER by the SERVICE RECIPIENT for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

**XVII. NOTICE.** Written notice under this Agreement shall be sent via certified mail, return receipt requested, to:

**County of Bergen  
Department of Health Services  
327 East Ridgewood Avenue  
Paramus, NJ 07652  
Attn.: Health Officer  
and  
Borough of Maywood  
15 Park Avenue  
Maywood, NJ 07607**

**XVIII. SERVICES.** The SERVICE PROVIDER agrees to provide the following services:

- A. The completed list of eligible employees will be submitted to the SERVICE PROVIDER's designated Bloodborne Pathogen Coordinator by each SERVICE RECIPIENT. The Coordinator will schedule regional training prior to an employee receiving the vaccine. A list of all attendees at the training sessions will be forwarded to the SERVICE RECIPIENT. In addition, each employee will receive a training card indicating that he/she has attended training. Training programs will be scheduled during day time and evening hours at no less than six (6) sites in Bergen County;
- B. The SERVICE PROVIDER's training programs will include:
  - i. On-site municipality training by qualified trainers which are approximately a one (1) hour program for all eligible employees, which include initial and / or annual retraining.
  - ii. Also provided are regional training sessions by qualified trainers that are held three times (3) a month at Bergen County Department of Health Services, located at 327 E. Ridgewood Avenue; Paramus, NJ 07652.
- C. The training programs will be based on learning objectives corresponding to the regulations promulgated by the New Jersey Department of Health and may include:
  - i. Discussion;
  - ii. Audio visual component;
  - iii. Question and answer period; and
  - iv. Educational literature for reinforcement;
- D. Each SERVICE RECIPIENT will be expected to maintain Hep-B vaccination and training records according to Public Employees Occupational Safety and Health Program (P.E.O.S.H.). However,

the SERVICE RECIPIENT will receive the necessary records to assure compliance with P.E.O.S.H. from the SERVICE PROVIDER and/or any designated medical provider authorized under separate contract by the SERVICE RECIPIENT;

- E. Assist in the development of an Exposure Control Plan for each participating community;
- F. Work closely with the SERVICE RECIPIENT to facilitate coordination among employer, training, and vaccination elements of the program;
- G. Work with the SERVICE RECIPIENT to ensure that they maintain Hep-B vaccination and training records according to the P.E.O.S.H. Standard;
- H. Assist in the implementation of engineering controls and work practice controls for participating member communities. This includes scheduling, communication liaison, follow up, reporting, and quality assurance;
- I. Where applicable, assist in obtaining required warning labels for regulated medical waste containers, refrigerators, freezers, and other potentially infectious materials;
- J. Recommend personal protective equipment to the SERVICE RECIPIENT, including purchase, use, disposal, and limitations of personal protective equipment;
- K. Outline, in a procedure, the correct method of handling, disposing, and cleanup of medical waste;
- L. Make a site visit to SERVICE RECIPIENT to implement audit procedures to ensure compliance with the Bloodborne Standard promulgated by P.E.O.S.H.;
- M. Forward to SERVICE RECIPIENT an attendance list of trained employees, as well as issue individual training cards to each trained employee;
- N. The SERVICE PROVIDER also agrees to purchase the vaccine from State contract. The SERVICE RECIPIENT will reimburse the SERVICE PROVIDER quarterly for the purchase cost;
- O. In addition, the SERVICE PROVIDER will coordinate the delivery of the vaccine with the SERVICE RECIPIENT's designated medical provider; and
- P. The SERVICE PROVIDER shall administer the vaccination program at The Employee Health Unit of the Department of Health Services, One Bergen County Plaza, Room 465, Hackensack, NJ on a monthly schedule and at day and evening hours.

**XIX. COMPENSATION. (Two Elements)**

**A. Training and Coordination Element**

The SERVICE RECIPIENT shall pay the SERVICE PROVIDER an annual fee based on the SERVICE RECIPIENT'S population (2000 Census).

2000 CENSUS	ANNUAL FEE
9,523	2,600.00

Payment shall be made within thirty (30) days of the receipt of invoice. Invoicing shall occur as follows: 1<sup>st</sup> invoice to be billed May 15<sup>th</sup> (due June 15<sup>th</sup>) for annual fee for training as well as any

vaccination from January 1 through April 30; 2<sup>nd</sup> Invoice to be billed January 15<sup>th</sup> (due February 15<sup>th</sup>) for any vaccination from May 1 through December 31

**B. Vaccine Administration**

- i. The SERVICE PROVIDER shall provide vaccine administration to be reimbursed by the SERVICE RECIPIENT for a three (3) dose series vaccine and administration.

COST PER VACCINE DOSE	THREE (3) DOSE SERIES COST PER PARTICIPANT
\$48.00	\$144.00

- ii. The SERVICE RECIPIENT will also reimburse the SERVICE PROVIDER within thirty (30) days of the receipt of invoice for the cost of the vaccine administration;

- iii. Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

**XX. SPECIAL SERVICES RELATING TO COMPENSATION.** The compensation or service fee set forth in Section XIX of this Agreement includes the following special provisions:

- A. All administrative staff including support staff necessary to the duties of SERVICE PROVIDER;
- B. Use of all physical equipment, and there shall be no further charge for rent, light, heat, office equipment or similar items;
- C. In-house computer services including all software and hardware provided by the SERVICE PROVIDER, for the SERVICE RECIPIENT's use are understood as being and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business activities of the SERVICE RECIPIENT shall, however, be the property of the SERVICE RECIPIENT, and upon the request of the SERVICE RECIPIENT the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the SERVICE RECIPIENT in either hard copy or on computer tape or disk or both as the SERVICE RECIPIENT may specify.

**XXI. SERVICE PROVIDER REPRESENTATIVE.** SERVICE PROVIDER's designated representative is Stephen Tiffinger. The SERVICE PROVIDER shall not permanently change its designated representative without written permission of the SERVICE RECIPIENT.

**XXII. AFFIRMATIVE ACTION.** During the performance of this contract, the SERVICE PROVIDER agrees as follows:

The SERVICE PROVIDER, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.

The SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the designated Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The SERVICE PROVIDER, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The SERVICE PROVIDER, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the SERVICE PROVIDER's commitments under this act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

The SERVICE PROVIDER, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The SERVICE PROVIDER agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time;

The SERVICE PROVIDER agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engaged in direct or indirect discriminatory practices;

The SERVICE PROVIDER agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions;

The SERVICE PROVIDER agrees to review all procedures relating to transfers, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;

The SERVICE PROVIDER shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27.)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by its proper corporate officers and their respective seals to be hereto affixed, the day and year first above written.

**MUNICIPALITY SIGNATURES BELOW:  
PLEASE PLACE MUNICIPAL SEAL OVER ATTESTING SIGNATURE**

**ATTESTING SIGNATURE:**

By: Jan M. Pelligrino

Title: BOROUGH CLERK

Date: JANUARY 21, 2010

By: [Signature]

Title: MAYOR

Date: JANUARY 21, 2010

**COUNTY OF BERGEN SIGNATURES BELOW:**

**ATTESTING SIGNATURE:**

By: Clara Krejca

CLARA KREJCA  
Notary Public of New Jersey  
I.D. #2023552  
Commission Expires 12/29/2011



By: [Signature]  
**Dennis McNerney**  
County Executive

Date: 3-17-10

By: [Signature]  
**Hansel F. Asmar**  
Director / Health Officer

Date: 2/26/10