

**INTERLOCAL HEALTH SERVICES AGREEMENT BETWEEN
WEST WINDSOR TOWNSHIP AND HIGHTSTOWN BOROUGH**

THIS AGREEMENT, made January 1, 2006 by and between the Township of West Windsor, a municipal corporation of the State of New Jersey, located at P.O. Box 38, West Windsor, New Jersey 08550, hereinafter referred to as "West Windsor", and the Borough of Hightstown, a municipal corporation of the State of New Jersey, located at 148 North Main Street, Hightstown, New Jersey 08520, hereinafter known as "Hightstown."

WITNESSETH:

WHEREAS, Hightstown and West Windsor are responsible by law for the protection of public health and for the provision of certain health services and wish to provide such services for their residents; and

WHEREAS, Hightstown desires to contract with West Windsor for the provision of certain mandated professional services; and

WHEREAS, West Windsor desires to contract with Hightstown for the provision of certain mandated professional services; and

WHEREAS, Hightstown desires to designate the Health Officer of West Windsor as the Health Officer of Hightstown for purposes of the enforcement and provision of various health services; and

WHEREAS, West Windsor desires to designate the Public Health Nurse of Hightstown as the Part-time Public Health Nurse of West Windsor for purposes of the provision of various health services; and

WHEREAS, the "Interlocal Services Act," N.J.S.A. 40:8A-1, et. seq., permits Municipalities of this State to enter into contracts with other Municipalities for the provision, within their jurisdiction, of services which any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, West Windsor and Hightstown have authorized and approved this Agreement by ordinance duly adopted pursuant to N.J.S.A. 40:8A-4, et. seq. of the "Interlocal Services Act",

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Parties agree as follows:

1. **Health Officer Designation:** The West Windsor Health Officer shall be designated the Health Officer of Hightstown to carry out a program of public health services in conformance with the Local Health Services Act, N.J.S.A. 26:3a2-21, et. seq. West Windsor shall provide to Hightstown a program to meet the Activities listed and described in "Public Health Practice Standards for Local Boards of Health in New Jersey," N.J.A.C. 8:52, and shall assist Hightstown Borough in meeting all the requirements set forth in these "Practice Standards," subject to the provisions of Paragraph 2 of this Agreement.
2. **Public Health Nurse Designation:** The Hightstown Public Health Nurse shall be designated as Public Health Nurse of West Windsor to carry out a program of public health nursing services as described in "Public Health Practice Standards," N.J.A.C. 8:52, and shall assist West Windsor in

meeting the requirements set forth in these "Practice Standards" subject to the provisions of Paragraph 2 of this Agreement, under the direction of the Health Officer.

3. **Scope of Services:**

A. West Windsor shall directly provide to Hightstown the following services:

1. Administration and Support Services
 - a. Administration
 - b. Health Promotion
2. Environmental Health
 - a. Recreational Bathing
 - b. Campgrounds
 - c. Youth Camps
 - d. Food Surveillance
 - e. Occupational Health
 - f. Public Health Nuisances
3. Communicable Disease
 - a. Reportable Diseases
 - b. Immunization
 - c. Rabies and Zoonosis Control
 - d. Tuberculosis Control
4. Maternal and Child Health
 - a. Lead Poisoning
 - b. Improved Pregnancy Outcome
5. Adult Health Services
 - a. Cancer Services
 - b. Diabetes Services
 - c. Cardiovascular Disease Services
 - d. Health Services for Older Adults

B. Hightstown shall directly provide to itself the following services:

1. Pediatrician & Child Health Conference
2. Public Health Nursing Services (3 days per week)
3. Housing Inspections & Enforcement

C. Hightstown shall employ a full-time public health nurse who will work 3 days per week in Hightstown Borough and 2 days per week in West Windsor Township.

4. **Secretarial Services:** West Windsor shall provide secretarial and related clerical services to Hightstown with the exception of the following which will be provided directly by Hightstown Borough: A. Vital Statistics, B. Preparation of Board of Health minutes, and C. Issuance of licenses and permits and collection of fees.

5. **Coordination:**

- A. The West Windsor Health Officer, as Health Officer of Hightstown, may assign licensed West Windsor employees to perform services provided for herein.
- B. Hightstown employees and contractors providing services under Paragraph 2 and Paragraph 3 of this Agreement shall coordinate their activities directly with and report directly to the West Windsor Health Officer as specified in "Practice Standards."

6. **Communications:** The Hightstown Borough Board of Health shall establish all policies to be followed by the West Windsor Health Officer. The Health Officer shall, however, respond to communications made by the Mayor, Administrator or Board of Health Chairperson of Hightstown Borough as may be required.

7. **Fees:** All license fees, permit fees and other fees, legally collectable by Hightstown or other designated agents of Hightstown, shall be retained by Hightstown.

8. **Ordinance Compliance:** Hightstown shall enact all ordinances required by the State "Practice Standards" to enable West Windsor to perform its responsibilities under this Agreement. The West Windsor Health Officer will advise the Board of Health of any Ordinances needed to effectively provide health services or conform with statutory requirements.

9. **Enforcement:**

A. In order for the West Windsor Health Officer to provide compliance with "Practice Standards" on behalf of Hightstown, no licenses or permits for which Health Officer approval is necessary shall be issued to any establishment or person except upon written recommendation by the West Windsor Health Officer or his duly designated and authorized representative.

B. The West Windsor Health Officer shall provide Hightstown with evidence of violation of statutes and ordinances related to public health, revealed in inspections and shall enforce compliance with the law. The West Windsor Health Officer or licensed staff will not perform any food-handling establishment, private well, swimming pool or individual sewage disposal inspections before notification from Hightstown that the appropriate permit fees have been paid. Hightstown shall provide legal assistance for prosecution of violations as requested by the Health Officer.

10. **Annual Report:** The West Windsor Health Officer shall furnish Hightstown with a copy of the written annual report submitted by West Windsor to the State.

11. **Files:** All existing and new files of the Hightstown Borough Board of Health are and will remain the sole property of Hightstown. New files may be maintained during the term of this Agreement in the West Windsor Township Offices and will be returned to Hightstown upon termination of this Agreement. Duplicate copies of any material on file in West Windsor may be requested by the Board of Health of Hightstown and shall be provided for use by said Board.

12. **Worker's Compensation Insurance:** West Windsor employees will be covered by West Windsor's workers compensation insurance policy paid for by West Windsor, even when performing services in Hightstown pursuant to the terms of the within Agreement.

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13. **Automobile Insurance:** West Windsor shall be responsible for the provision of automobile insurance for its Health Officer and staff, which insurance shall provide coverage whenever the Health Officer and/or staff are providing services to Hightstown pursuant to the provisions of the within Agreement from Monday through Friday during regular business hours, or, whenever a vehicle owned by West Windsor Township is in Hightstown Borough for Board of Health business.
14. **Indemnification:** Hightstown shall hold harmless and defend West Windsor against any and all claims brought against West Windsor or any of its agents or employees arising out of West Windsor performing any activity on behalf of Hightstown under the terms of this Agreement.

West Windsor shall hold harmless and defend Hightstown against any and all claims brought against Hightstown or any of its agents or employees arising out of Hightstown performing any activity on behalf of West Windsor under the terms of this Agreement.

However, neither municipality shall not be responsible for any such claims arising out of the willful, wanton, grossly negligent, malicious or criminal conduct of any agent or employees of the other municipality. Excluded from the claims referred to above are automobile liability claims brought by third parties and/or workers compensation claims brought by the West Windsor Health Officer and/or his staff as to which West Windsor shall indemnify, defend and save Hightstown harmless.

15. **Public Health Priority Funds:** It is understood that, West Windsor Township by virtue of this Agreement, or otherwise, is currently and in the future, eligible for New Jersey Public Health Priority Fund reimbursements. It is understood that West Windsor shall retain all such funding received from the State of New Jersey.
16. **Cost of Service, 2006:** Both parties understand that they have reached a negotiated contract price of twenty one thousand, seven hundred and one (\$21,701.00) dollars for the first year of this agreement based on the agreed upon terms, as follows:

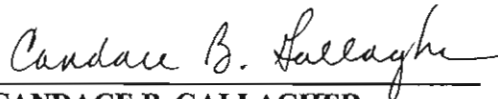
West Windsor services to Hightstown per Section 2. A.	\$ 50,027
<u>Subtract</u> Hightstown services to West Windsor per Section 2. C.	<u>\$ 28,326</u>
2006 Cost to Hightstown	\$ 21,701

17. **Increase in Services:** If State requirements change and thereby require the provision of any additional services not previously rendered, or if the scope of services provided to Hightstown is required to significantly increase, West Windsor shall not be responsible for providing said additional services to Hightstown except through amendment to this Agreement. If Hightstown does not contract with West Windsor to provide such new mandated services or does not otherwise provide for them and, thereby, jeopardizes State aid to West Windsor, Hightstown shall reimburse West Windsor for all State aid lost as a result of such non-compliance for the term of this Agreement.
18. **Cost of Services, 2007:** Upon the anniversary date of January 1, 2007, the amount of the Agreement shall be increased in the amount of 4% to a total of twenty two thousand, five hundred

sixty nine (\$22,569.00) dollars. The agreement provisions outlined in paragraph 16 above will remain in effect for 2007.

19. **Payment:** Hightstown shall pay West Windsor for services provided as follows: Quarterly payments shall be made in advance with one-fourth of the total year's payment made on or before the first day of each calendar quarter, based upon a quarterly voucher submitted by West Windsor to Hightstown.
20. **Effective Date/Termination:** This Agreement shall be effective January 1, 2006 through December 31, 2007.
21. **Automatic Renewal:** Within 90 days of the termination date of this Agreement, either party may elect to notify, in writing, the other party of their intention not to renew this Agreement. If a minimum of 90 days written notification is not provided, this Agreement shall be automatically renewable for successive 1 year periods at a cost increase of 4%.

BOROUGH OF HIGHTSTOWN



CANDACE B. GALLAGHER
CLERK



ROBERT PATTEN
MAYOR

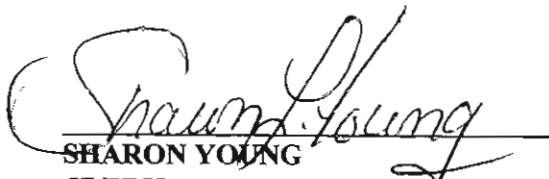
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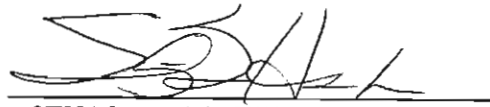
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DATE

TOWNSHIP OF WEST WINDSOR



SHARON YOUNG
CLERK



SHING-FU HSUEH
MAYOR

2/14/06

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