

INTERLOCAL SERVICES AGREEMENT

THIS AGREEMENT, made this 25th day of March, 2009 by and between the Borough of Lincoln Park, a Municipal Corporation and the Borough of Butler, a Municipal Corporation, in the County of Morris and State of New Jersey, hereafter referred to as "Butler";

WITNESSETH:

WHEREAS, Lincoln Park operates a full service Department of Health meeting and exceeding requirements as delineated within the "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" (hereafter "Practice Standards of Performance"), and all requirements set forth in "Public Health Practice Standards of Performance for Local Boards of Health, N.J.A.C.8:52-1 et seq., Programmatic Guidelines for Best Practices" (hereafter "Best Practices"), as promulgated by the State of New Jersey Department of Health (hereafter "State Health Department"), in accordance with N.J.A.C. 8:52, as revised by the Public Health Council of the New Jersey State Department of Health; and,

WHEREAS, Butler is seeking to provide a program of Health Services for their residents and businesses in accordance with said Practice Standards of Performance and Best Practices; and;

WHEREAS, Butler is desirous of utilizing, and Lincoln Park is capable of providing, said Health Services through the provision of an Interlocal Agreement pursuant to N.J.S.A. 40:8A-1 et seq.;

NOW, THEREFORE, in consideration of the execution of this Agreement and the mutual promises, duties, undertakings, obligations, requirements and performances set forth in this Agreement, and the payments provided for herein, Lincoln Park and Butler mutually agree as follows:

1. Lincoln Park shall, for the term of this Agreement, employ a Health Officer, licensed in accordance with the N.J.A.C. 8:52, who shall serve as Chief Administrative Officer of the Health Departments of Lincoln Park and Butler.
2. Butler shall maintain, at its own expense, an employee who will receive all phone calls and act as secretary to the Health Department. He/she shall be physically present in the municipal offices to confer with the public as necessary or required for the day-to-day operation of the office.
3. Butler shall employ, at its own expense, a Registrar of Vital Statistics to perform and fulfill the statutory duties required of this office.
4. Butler shall employ, at its own expense, a physician to assist in the provision of monthly Child Health Conference services and immunizations for the prevention of childhood illnesses to medically indigent children, under direction from the Health Officer.

5. All present and future employees of Butler, relevant to the responsibilities of the Board of Health, shall be supervised by the Health Officer and follow his instructions with regard to the successful performance of the activities detailed herein.
6. Lincoln Park shall provide health services to Butler in accordance with the following schedule as it relates to Health Officer only, which shall be deemed to meet Practice Standards of Performance and Best Practices required by N.J.A.C. 8:52. Where outside agencies will be providing services, Lincoln Park shall, to the greatest extent possible, schedule all personal health services each year in the Lincoln Park area on a community wide basis, with an emphasis on reaching target populations.
 - A. Administration Core Activities
 - i. The Health Officer shall serve as Chief Administrative Officer, who shall ensure that all standards are met.
 - ii. Approved health education services shall be provided by Chilton Memorial Hospital or a similar agency, through a contract with Butler. Butler will provide for these services, at their own expense. Lincoln Park's Health Officer will manage the delivery of these health education services.
 - iii. Public health nursing services shall be provided through a contract between Butler and Chilton Memorial Hospital or a similar agency.
 - B. Environmental Health Activities
 - i. The Registered Environmental Health Specialist shall inspect all retail food establishments and provide training as necessary to assure compliance with NJ State Sanitary Code Chapter XII.
 - ii. The Registered Environmental Health Specialist shall inspect all public recreational bathing facilities to assure compliance with NJ State Sanitary Code Chapter IX.
 - iii. The Registered Environmental Health Specialist shall investigate nuisances of a public health nature. Violators of statutes and ordinances will be served notices to abate, and summonses shall be issued to those failing to comply within prescribed time frames.
 - iv. The Registered Environmental Health Specialist shall be provided and paid for by Butler.
 - C. Communicable Disease Activities
 - i. The Health Officer, Registered Environmental Health Specialist and/or Public Health Nurse shall investigate communicable diseases. Information on said diseases shall be reported to the proper authorities.

- ii. Child Health Conference services and immunizations for the prevention of childhood illnesses shall be provided to medically indigent individuals within Butler.
- iii. Immunizations for the prevention of influenza and pneumonia, per Practice Standards of Performance and Best Practices requirements, shall be provided to Butler residents in accordance with State and federal guidelines.
- iv. All tuberculosis cases shall be reported to the State Department of Health and Senior Services. Individuals who cannot afford treatment will be referred to the appropriate clinic or agency.
- v. Sexually transmitted diseases shall be reported to the State Department of Health and Senior Services. Those who cannot afford treatment in accordance with State guidelines shall be referred to the appropriate clinic or agency.

D. Adult Health Services **(Provided directly by Chilton Hospital)**

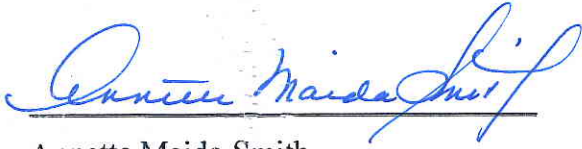
- i. Diabetes screenings shall be provided a minimum of once per year to Butler residents at a convenient location.
- ii. Hypertension screenings shall be provided to Butler residents a minimum of 10 times per year at a convenient location.
- iii. Male and female cancer screenings shall be provided annually to Butler residents at locations mutually convenient to residents of Butler and Lincoln Park.
- iv. Additional health screenings and clinics shall be provided to Butler residents as agreed upon by the Butler Board of Health and the Health Officer, at the discretion of the Health Officer.
- v. Butler residents may participate in all health programs conducted in Lincoln Park, with the exception of periodic screenings that may be exclusively offered to residents of either borough.

7. The following activities are specifically excluded from the scope of services to be provided by Lincoln Park:

- A. Potable water testing (public and private);
- B. Animal licensing and animal control services;
- C. Administration of rabies clinics;
- D. Those activities required of the Registrar of Vital Statistics;
- E. Hazardous materials response services;
- F. New Jersey Right to Know and PEOSH compliance;

- G. Licensing of food establishments;
 - H. Inspection of multiple dwelling units for habitability;
 - I. Provision of social services, outside the scope of those specific services required of local health departments through Practice Standards of Performance and Best Practices requirements.
8. Butler shall designate one member of the Butler Board of Health, who may meet with the Health Officer, as necessary, for purposes of considering, reviewing and making recommendations regarding the provisions of this contract.
 9. The Health Officer or his/her designee shall furnish the Butler Board of Health with a written report monthly of all services rendered by the Health Officer and his staff under the terms of this Agreement.
 10. The Health Officer or his/her designee shall meet with the Butler Board of Health, if requested, during its regular meetings.
 11. In consideration of the services provided by Lincoln Park, Butler agrees to pay to Lincoln Park during the first year term (April 1, 2009 through December 31, 2009) of this Agreement the sum of \$18,375.00 and \$24,500.00 for the period of January 1, 2010 through December 31, 2010. The Borough of Lincoln Park will make its best effort to apply for grant funding in support of the services detailed herein. Calendar Year 2009 and 2010 New Jersey Public Health Priority Funding, if received, will be retained by Lincoln Park for use in public health programs that are mutually beneficial to Lincoln Park and Butler.
 12. Butler will pay staff directly, at their regular rate, for all overtime costs incurred resulting from the performance of this contract or for services outside the scope of this Agreement that are performed by Lincoln Park at the specific request of the Butler Board of Health, the governing body or persons authorized by Butler to act on behalf of the Board of Health or governing body.
 13. The term of this Agreement shall be from April 1, 2009 to December 31, 2010, and may be extended for further periods upon mutual Agreement by the governing bodies of Lincoln Park and Butler.
 14. This Agreement may be amended from time to time upon mutual consent by the governing bodies of Lincoln Park and Butler. Either party to this Agreement may terminate this Agreement and withdraw from participation effective December 31st of any year by providing to the other party prior to September 30th of that year, a certified copy of a Resolution of the Governing Body authorizing such termination.
 15. Lincoln Park's participation in this contract shall not bar Lincoln Park from entering into contracts to provide similar services to other municipalities.

ATTEST:



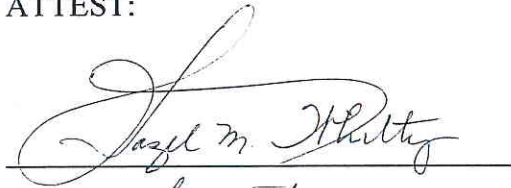
Annette Maida-Smith
Borough Clerk

BOROUGH OF LINCOLN PARK


BY:  _____

Mayor David A. Runfeldt

ATTEST:


Secretary

BOROUGH OF BUTLER

BY:  K. Ellish
President