

CONTRACT FOR HEALTH SERVICES

THIS CONTRACT made and entered into this 24th day of January, 2006 by and between the Township of Montville in the County of Morris and State of New Jersey, hereinafter referred to as the "Provider" and the Borough of Mountain Lakes, Morris County, New Jersey, hereinafter referred to as the "Recipient":

WHEREAS, the Recipient desires to contract with Provider for the furnishing to the Recipient by the Provider of health services as hereinafter set forth: and

WHEREAS, the Board of Health of the Township of Montville and Provider have indicated a willingness to undertake to provide health services in the Borough of Mountain Lakes as hereinafter set forth:

NOW, THEREFORE, it is understood and agreed as follows:

1. The Provider, with the approval of the Recipient, shall provide the services of a properly licensed Health Officer, Public Health Nurse Supervisor, Health Educator and Sanitarian to aid in carrying out, within the territorial jurisdiction of the Recipient, public health activities, including, but not limited to environmental health, health education, nursing supervision and administrative and supervisory activities, as required by the Local Health Services Act, P.L. 329, 1975 – Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" (N.J.S.A. 26:3A2-1 et seq.). Also provided shall be the services of the professional staff used in conjunction with the child health conference which is made available to the Recipient. The Recipient shall provide for public health nursing services, which shall be supervised by the Provider's Health Officer.
2. Recipient will and does hereby designate the Health Officer of the Provider as Health Officer of the Recipient. The Health Officer shall supervise health activities within the territorial jurisdiction of the Recipient and shall enforce, and assist with respect to violations of, statutes and ordinances relating to public health. The Health Officer and/or other professional staff shall also conduct investigations and/or supervise personnel in the making of investigations and assist Recipient in obtaining compliance with the Law.
3. All present and future health service employees of the Recipient shall be supervised by the Health Officer and/or other professional staff and follow their supervision. The Health Officer shall be answerable to the authority and direction of the Recipient's Board of Health.
4. The Health Officer of the Provider shall be responsible to the Board of Health and State Department of Health for all "Core" activities required by P.L. 329, 1975, and will provide sufficient time to satisfactorily perform his required duties. Said time is anticipated to be approximately 5.2 hours per week for all non-health educator related services, 40 hours throughout the year for health education services and up to 25 hours throughout the year for public health nurse supervisory services.

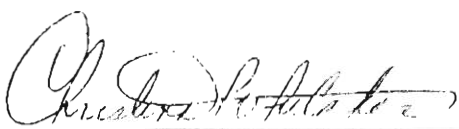
5. The Recipient will supply sufficient office space, necessary stationery, chemical supplies, laboratory fees and miscellaneous office supplies attributable to the activities within the territorial jurisdiction of the Recipient.
6. All license fees, permit fees and other fees shall be collected by the Recipient or other agency of the municipality as authorized by law.
7. The Health Officer shall furnish the Recipient with monthly reports of all services rendered by the Health Officer and his staff under the terms of the contract.
8. Power of the Recipient: The Recipient's Board of Health shall exercise its statutory health area of control over the Health Officer and Providers staff, but the administrative control of the contracted health services shall be vested entirely in the Provider subject to communication and cooperation with the Recipient.
9. State Health Aid received by the Provider in connection with services rendered pursuant to this agreement shall be returned to the Recipient.
10. It is specifically understood and agreed that no part of this contract is to be contingent upon the receipt by the Recipient of State Health Aid or financial aid from any source whatever.
11. In consideration of the faithful performance by the Provider of its agreement herein, the Recipient covenants and agrees to pay the Provider \$1,545.00 per month for non-health educator related services, \$121.25 per month for health educator services and \$87.50 per month for Public Health Nurse Supervisor services for a total of \$1,753.75 per month, payable quarterly at the beginning of each quarter, for the period from January 1, 2006 through December 31, 2006, which shall be the period of this contract, provided, however, services rendered for a portion of a month provided shall be pro rata.
12. It is understood that Boards of Health of the Provider and of the Recipient shall meet jointly periodically as may be deemed necessary by either party. Joint discussion will involve mutual problems and needs, objectives, methods of obtaining objectives and an evaluation of accomplishments.
13. The Health Officer or his representative shall meet with the Board of Health of the Recipient at its regular monthly meeting, and special meetings as requested during the contract period as part of this agreement.
14. Termination: Either party may terminate this contract giving ninety (90) days notice in writing, delivered to the Recipient and to the Provider at their respective municipal buildings, and to the New Jersey State Commission of Health. Any such notice by the Recipient shall specify its method of continuing to meet State required standards of performance.
15. Renegotiation: This contract shall be renegotiated sixty (60) days prior to its termination date. A written letter of intent shall be forwarded from the Recipient to the Provider within the time period agreed herein, and this written letter of intent shall bind the Recipient for the succeeding contract period of one calendar year for actual work undertaken.

16. Services requested by the Recipient to fill an emergency need not included in the scope of services otherwise provided for in this agreement or necessary in excess of the anticipated contracted amount shall be provided by Provider, and shall be paid for by the Recipient at the customary charge rate schedule of the Provider as noted in Section 11 for non-health educator related services.
17. It is understood and agreed by and between the parties hereto that this contract shall begin January 1, 2006 and terminate on December 31, 2006, unless extended or renegotiated to the mutual satisfaction of both parties prior to the termination date, and shall take effect following adoption of appropriate Resolutions by each of the contracting parties.
18. Recipient and Provider shall indemnify and hold each other harmless of and from any and all liability, claims and demands whatsoever made upon and as a result of the obligations required hereunder except insofar as each may be liable under the terms of this contract or applicable law.

IN WITNESS WHEREOF, each party has caused its authorized officials to sign and seal this Agreement on its behalf the day and year first above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES



Clerk

BY: 

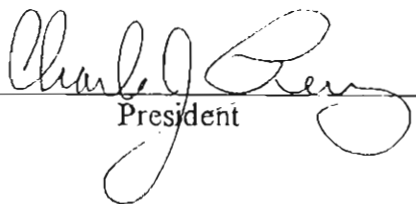
Mayor

ATTEST:

BOARD OF HEALTH OF THE
TOWNSHIP OF MONTVILLE



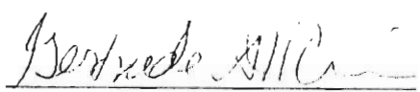
Secretary

BY: 

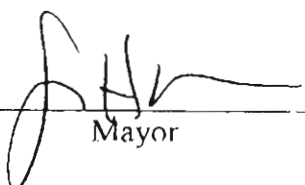
President

ATTEST:
MUNICIPAL

TOWNSHIP OF MONTVILLE



Township Clerk

BY: 

Mayor