

AGREEMENT

In accordance with N.J.S.A., 40A:65-1 et seq., the Uniformed Shared Services and Consolidation Act, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT, made this 1st day of January, 2011 and between the Township of West Orange, municipal corporation of the State of New Jersey, hereinafter referred to as "Provider", and the BOROUGH OF ESSEX FELLS, a municipal corporation of the State of New Jersey, hereinafter referred to as "Recipient";

WITNESSETH

WHEREAS, This agreement, pursuant to N.J.S.A. 26:3A21, et seq. Local Health Services Act, shall be for the purposes of insuring a public health program in accordance with N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and any other applicable administrative rules and/or statues promulgated by the State of New Jersey. This agreement shall adhere to all applicable local ordinances; and

WHEREAS, the Township of West Orange is able to furnish the services of its Municipal Health Officer to the Borough of Essex Fells to provide technical and professional services to assure the provisions of core public health activities along with any elective services, that meet the standards set forth in N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey.

NOW THEREFORE, in consideration of the foregoing and subject to the terms and conditions of the following, the parties hereto agree as follows:

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient. The Recipient shall appoint the Health Officer of the Provider as its Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.

2. The duly licensed Health Officer shall carry out, supervise and direct all public health activities, inspections, clinics, and health education services as required by the needs of Recipient in meeting the above mentioned laws, statues and standards.

3. The Health Officer of the Provider shall direct and supervise all public health activities and health service employees of the Recipient.

4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality. The Health Officer shall administer the Local Public Health Program meeting N.J.A.C. 8:52, Public Health

Practice Standards of Performance for Local Boards of Health in New Jersey within the Recipient's municipality.

5. The Provider and its Health Officer shall respond 24/7/365 to emergency public health response and disaster situations within the Recipient's municipality.

6. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any other, as may be required to carry out core activities that satisfy the requirements of N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health and N.J.A.C. 8:7 Licensure of Persons for Public Health Positions.

7. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.

8. The Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.

9. The Health Officer or his/her designee shall attend regular and special meetings of the Recipient's Board of Health and provide performance and activity reports

10. It is expressly understood that this contract shall cover the provision of services contained herein for the three year period from January 1, 2011 to December 31, 2013.

11. Recipient hereby agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Ten Thousand Fifty Three Dollars (\$10,053.00) for the period of January 1, 2011 through December 31, 2011 payable in quarterly installments of \$2,513.25.

12. Recipient hereby further agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Ten Thousand Two Hundred Fifty Four Dollars, (\$10,254.00) for the period of January 1, 2012 to December 31, 2012, payable in quarterly installments of \$2,563.50. It is further agreed that there shall be no charge for lab fees.

13. Recipient hereby further agrees to pay to Provider in consideration of Provider's performance hereunder the sum of Ten Thousand Four Hundred Fifty Nine Dollars, (\$10,459.00) for the period of January 1, 2013 to December 31, 2013, payable in quarterly installments of \$2,614.75. It is further agreed that there shall be no charge for lab fees.

14. Either party may withdraw from this contract by Resolution. A certified copy of such Resolution shall be submitted to the other party on July 1st of the following year. A copy of any withdrawal Resolution shall be submitted to the New Jersey State Commissioner of Health by withdrawing party at least six months prior to the withdrawal date. Any such Resolution by the Recipient shall specify its methods of continuing to meet standards of performance.

15. In order to unify policy and facilitate solution of common problems, the Board of Health of the Provider and Recipient may have joint meetings of designated representatives. Minutes of such meetings shall be taken and made available to the State Commissioner of Health by the Provider upon request.

16. The parties hereto agree to be bound by the provisions of Schedule A attached hereto and made a part hereof.

BOROUGH OF ESSEX FELLS

ATTEST: _____
BOROUGH CLERK

BY: _____
MAYOR

ESSEX FELLS BOARD OF HEALTH
RECIPIENT

BY: _____

TOWNSHIP OF WEST ORANGE
PROVIDER

ATTEST: _____
TOWNSHIP CLERK

BY: _____
MAYOR

SCHEDULE A

ADDENDUM TO HEALTH SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ESSEX FELLS, RECIPIENT.

1. The Borough of Essex Fells will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Health Officer or its designees when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Essex Fells pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Essex Fells of the services of the Public Health Officer or its designee pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Essex Fells by directing same to the Mayor and Business Administrator.

2. The Borough of Essex Fells shall indemnify and hold harmless acts, conduct or services of the Health Officer or its designee when said individuals are acting solely and exclusively for the Borough of Essex Fells provided that said acts, conduct or services arise out of and are in the scope and duties of the Health Officer's or its designee's employment. It is the intent of this provision that the Health Officer or its designee shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of health services recognized throughout the State of New Jersey.