

work seven (7) hours per month to provide Public Health Nursing Service supervision. The Nurse Supervisor shall oversee and supervise the Public Health Nursing Services which are provided by the Recipient. The Nurse Supervisor shall fill in, in case of the absence of the Public Health Nurse when it is necessary for a scheduled event to take place).

- (B) Qualified Secretary/Registrar
- (C) Animal Control Officer
- (D) Public Health Laboratory Services
- (E) Necessary physician services.

4. The Provider shall provide the following services and personnel:

(A) Health Educator to perform the duties as required by appropriate laws, rules and regulations. The Recipient encourages the continuation of the current relationship with Chilton Memorial Hospital on Health Education issues. Provider must have a Medicare reimbursement number, or obtain one, for the Recipient for reimbursement of influenza vaccinations and other reimbursable programs.

(B) The Provider shall supply the services of a properly licensed Health Officer who shall plan, organize and implement environmental and personal health programs to meet the requirements of N.J.A.C. 8:52-1.1 et seq. The Health Officer shall perform such duties as elsewhere set forth herein, including but not limited to the following:

- (i) The Health Officer shall keep the Recipient informed of all health issues facing the Borough of Wanaque and shall attend one Board meeting per month.
- (ii) Prepare a preliminary department budget for Recipient, working with the Recipient's Budget Committee and the Wanaque Borough Administrator.
- (iii) Provide monthly written reports to the Board of Health detailing activities for the prior month, including but not limited to enforcement actions, and potential problems which may be forthcoming.
- (iv) Respond as requested by the borough to all health emergencies and have sufficient staff to respond to such reasonable emergencies within two (2) hours of notification, twenty-four (24) hours per day, seven (7) days per week.

(C) Provider shall supply a Sanitarian up to fourteen (14) hours per week to deliver environmental and public health services required by the State of New Jersey Department of Health, Minimum Standards of Performance for local boards of health, and additional environmental health responsibilities when necessary. The Sanitarian will also be responsible for the inspection of retail food establishments in accordance with

N.J.S.A. 26:1-1 et seq. The Provider shall supply a Sanitarian beyond the stipulated hours when necessary to fulfill inspection and enforcement responsibility for those services that are required pursuant to the terms of this contract. The Sanitarian shall provide the following additional services:

- i. All establishments are to be inspected at a minimum as required by the Health Code. Establishments are also to be subjected to periodically unannounced spot checks to maintain a high standard of health awareness.
- ii. The Sanitarian shall issue violations as necessary and appear in Municipal court or other venues to represent the Borough in such actions.
- iii. The Sanitarian shall provide a written monthly report to the Recipient detailing activities for the prior month, including but not limited to hours spent on Recipient's business, inspections, enforcement actions, and potential problems which may be forthcoming.

5. State and federal aid. Provider will apply for appropriate state and federal grants or aid. State or federal grants or aid received by the Provider in connection with services rendered pursuant to this agreement shall be shared pro rata to the population of the Recipient and Provider and all other recipients of the Provider services in the case of per capita aid and in proportion to the services provided with respect to categorical aid. The Provider shall take appropriate steps to apply for and attempt to secure State Health Aid for both the Provider and the Recipient.

6. Recipient responsibility. Recipient shall supervise and administer all the functions of the Wanaque Board of Health unless specifically delegated through this Contract or by subsequent action of the Recipient. Recipient is recognized as a department of the Borough of Wanaque government and is subject to the rules and regulations set forth for all Borough employees and departments.

7. Benefit days, such as vacation, sick and personal days afforded to providers employees shall be pro-rated between the parties, and the Provider shall not be responsible for providing services under this Contract for said pro-rated days. During these days, however, the Provider will cover Recipient on a limited basis to insure non-disruption of health services.

8. Recipient shall be responsible to provide the following personnel or services:

- a. Public Health Nurse
- b. Qualified Secretary/Registrar
- c. Animal Control Officer
- d. Public Health Laboratory Services
- e. Necessary physician services

9. Recipient shall provide Provider's employees with respect to service performed for Recipient the same liability insurance coverage and legal assistance, including payment of legal fees that are afforded to other employees of Recipient of the Borough of Wanaque.

10. The recipient shall exercise its statutory health area control over the Health Officer and Sanitarian, but the administrative control over the provided health services shall be vested entirely in the Provider, subject to lawful direction and policy formulation determined by the Recipient.

11. Payment. In consideration for the services to be provided as set forth herein, the Recipient shall pay to the Provider the sum of Sixty Thousand and 00/100 (\$60,000.00) Dollars for the year 2005; and Sixty Two Thousand and 00/100 (\$62,000.00) Dollars for the year 2006; and Sixty Four Thousand and 00/100 (\$64,000.00) Dollars for the year 2007. The Recipient shall provide quarterly payments as follows: February 1, May 1, August 1, and November 1 of each year the agreement is in force and effect.

12. The Contract shall commence on the first day of January, 2005, and terminate on the thirty-first day of December 2007, unless extended or renegotiated to the mutual satisfaction of both parties prior to that date.

13. Option to renewals. Either party may terminate this Contract by giving four (4) months (120 days) notice in writing, delivered to the Recipient at the Municipal Building, Wanaque, New Jersey, and to the Provider at the Municipal Building, Ringwood, New Jersey.

14. In the event Recipient terminates this Contract as herein provided, it shall remain responsible to provide for its proportionate share of justifiable mandated expenses which cannot be terminated through normal and proper employee practices relating to the hiring and discharge of employees to accommodate this Contract, including pensions, but in no event beyond the termination dates set forth in the paragraph immediately above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed the day and year first above written.

ATTEST:

KELLEY ROHDE
Borough Clerk

BOROUGH OF RINGWOOD

BY: _____
WENKE TAULE, MAYOR

ATTEST:

DIANA M. MEDER, Secretary

BOROUGH OF WANAQUE
BOARD OF HEALTH

BY: _____
EILEEN LYNCH, President

