

The
MAYOR AND BOROUGH COUNCIL
of the
BOROUGH OF GLEN RIDGE
County of Essex
State of New Jersey



Monday, September 26th, 2011.

RESOLUTION NO. 137 - 11

Offered By Councilperson BAKER
Seconded By Councilperson _____

WHEREAS, The Borough Of Glen Ridge and The Township Of Bloomfield desire to enter into an Inter-Local Service Agreement wherein The Township of Bloomfield Ridge will provide Local Public Health Services to the Borough of Glen Ridge, pursuant to N.J.S.A. 26:3A2-1 et seq. and N.J.S.A. 40:8A-1 et seq.;
and,

WHEREAS, it is in the best interest of The Borough Of Glen Ridge to obtain the services of for the provision of Local Public Health Services.

NOW, THEREFORE, BE IT RESOLVED by The Council of The Borough Of Glen Ridge, in The County Of Essex, State Of New Jersey, that The Mayor and Borough Clerk are hereby authorized to execute an agreement with The Township Of Bloomfield for provision of Local Public Health Services, in substantially the same form as the agreement attached hereto.

**INTERLOCAL AGREEMENT
BETWEEN BOROUGH OF GLEN RIDGE BOARD OF HEALTH
AND
TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH
FOR LOCAL PUBLIC HEALTH SERVICES**

In accordance with N.J.S.A. 40:8A-1 et seq. *Interlocal Services Act*, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between the Borough of Glen Ridge (hereinafter "Recipient") and the Board of Health of the Township of Bloomfield (hereinafter "Provider") entered into on this 1st day of January, 2012.

THIS AGREEMENT, pursuant to N.J.S.A. 26:3A2-1, et seq. *Local Health Services Act*, shall be for the purpose of ensuring 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 statutes promulgated by the State of New Jersey.

THIS AGREEMENT shall adhere to all applicable local ordinances.

A. ADMINISTRATION:

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient.
2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
3. The Health Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected 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*.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality.
5. The Health Officer, as Chief Executive Officer for all public health services shall administer the local public health program meeting within the Recipient municipality as set forth in N.J.A.C. 8:52, *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*.
6. The Health Officer shall lead the investigation of any public health response to all public health emergencies, disasters and/or situations within the Recipient's municipality. The Health Officer and/or his designee shall be available to the Recipient's Emergency Management Coordinator during emergencies officially declared by the Recipient.

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7. The Provider and its Health Officer shall respond 24/7/365 with a 3x3 redundancy/back-up (three (3) Health Department staff members with three (3) means of contact) for all emergencies, disasters and/or hazardous situations.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced Health Department representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators, human service professionals, social workers, and any others as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements of N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and N.J.A.C. 8:7 Licensure of Persons for Public Health Positions.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future employees of the Recipient shall be under the administrative direction of the Health Officer.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
12. 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.
13. The Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statues and ordinances and the compliance thereof.
14. The Health Officer or his/her designee shall attend regular and special meetings of the Recipient's Board of Health limited to twelve (12) per year at no additional cost, thereafter \$150.00 per meeting.
15. The Health Officer shall provide the Recipient and its Board of Health with monthly performance and activity reports.
16. The Health Officer shall provide the Recipient and its Board of Health with an annual report at the close of the calendar year.

B. SERVICES:

1. Under the direction of the Health Officer all public health services required by N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey (see Attachment "A") will be provided by the Provider.

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2. Under the direction of the Health Officer all public health regulations and programs adopted by ordinance by the Recipient upon execution of this Agreement will be enforced and provided by the Provider.
3. New public health programs, ordinances and ordinance amendments created or passed by the Recipient during the term of this Agreement must be provided within ten (10) days of adoption to the Provider by the Recipient unless agreed to otherwise.
4. Any change to the terms and conditions of this Agreement requiring the Provider to provide services that alters the workforce/man hours needed for any new ordinances or programs the Recipient passes or creates, shall be subject to additional compensation over and above the stated contract amount.
5. The following services will be made available to the Recipient's residents and are to be provided on a fee for service basis; flu shots, blood chemistry, etc. The fees for such shall be established by the Bloomfield Board of Health and such fees are to be paid by the Recipients' residents.
6. The Recipient may purchase flu vaccine and submit for medical insurance reimbursement for its residents. All flu clinics must be scheduled in coordination with the Provider to assure staffing needs can be met. Vaccines must be administered in compliance with all state and federal regulations as directed by the Provider.
7. Services of the Provider's Division of Human Services are available to the Recipient for benefit screening, mental health evaluations, home visits and volunteer programs under the Neighbor to Neighbor Network.
8. Any public health or public health emergency service ordered by a higher authority (Federal, State, etc.) will be provided by the Provider.

C. PUBLIC HEALTH PRIORITY FUNDING:

1. The Provider's Health Officer shall assume responsibility and timely complete the annual Public Health Priority Funding Application, if eligible.
2. Public Health Priority Funding received by the Provider shall be used to partially support and provide a public health program meeting state standards in the Provider's jurisdiction, including the Recipient's municipality.
3. Any Public Health Priority Funding received shall be applied to offset the Recipient's contract cost.

D. INSURANCE:

1. The Provider will maintain liability, malpractice, worker's compensation and all mandated coverage for its employees.

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2. The Recipient must maintain comprehensive general liability insurance and name the Board of Health of the Township of Bloomfield, the Township of Bloomfield and its agents as additional insured.
3. The Provider shall hold the Recipient harmless from any and all claims arising out of the performance of this contract by the Provider, its agents, servants or employees including, but not limited to, claims for personal injury, property damage and worker's compensation, and agrees to reimburse the Recipient for any and all costs, legal fees, claims and judgments which may be paid by the Recipient arising out of the performance of this contract by the Provider

E. DURATION:

The terms of this Agreement shall be three (3) years. This Agreement is effective beginning on the 1st day of January 2012 and ending on the 31st day of December 2014.

F. FINANCIAL TERMS:

1. The services under this Agreement will be performed during regular working hours, 8:30AM to 4:30PM, Monday through Friday. Services performed on Weekends, Weekdays between the hours of 4:30PM and 8:30AM, and officially recognized Holidays of the Provider will constitute overtime services payable as described in Paragraph 2 below.
2. The Recipient will reimburse the Provider for all overtime costs incurred resulting from the performance of this Agreement or for services outside the scope of this Agreement that are performed by the Provider at the specific request of the Recipient or other persons authorized by Recipient to act on its behalf. The Recipient will reimburse the Provider at the agreed overtime rate of the Provider, with a minimum charge of three (3) hours for any portion of the time within the first three (3) hours, for public health professionals assigned (i.e. nursing, environmental health, etc.). In the event that an overtime call results in more than three (3) hours, the Recipient will reimburse the Provider at one-third (1/3) of the below stated rate, for each additional hour provided. The three (3) hour rate for the contract period of 2012, 2013 and 2014 is established at \$147 for environmental health specialists and nurses, etc.
3. For the calendar year 2012, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$25,496, payable as follows: \$6,374 upon execution, and three (3) additional payments of \$6,374 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
4. For the calendar year 2013, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$26,260, payable as follows: four (4) quarterly payments of \$6,565 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.

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5. For the calendar year 2014, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$27,948, payable as follows: four (4) quarterly payments of \$6,987 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
6. The Provider will bill the Recipient by invoice at the beginning of each quarter in accordance with paragraphs 3, 4 and 5 above.

G. EXTENSION OF TIME:

The terms of this Agreement shall be automatically extended for a successive one (1) year period unless renegotiated or terminated by either party \$30,745. A new Agreement, inclusive of costs, must be presented to the Recipient within ninety (90) days prior to the contract expiration date, with the renegotiation period commencing one hundred twenty (120) days prior to the contract expiration date.

H. TERMINATION:

Either party may terminate this Agreement by providing one hundred eighty (180) days advance written notification by certified copy of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal. During a period of renegotiation as noted in Section G above, either party may terminate said Agreement by providing thirty (30) days advance written notification by certified copy of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal. During a period of renegotiation, if notice of termination is not received timely, the Provider will continue to provide services under the terms of the Agreement. Notification within this section shall be by first class United States Postal Service certified and return receipt mail, or hand delivered.

I. COPY:

A copy of this signed Agreement shall be submitted to the New Jersey Department of Health and Senior Services, Division of Health Infrastructure Preparedness and Emergency Response, Office of Public Health Infrastructure.

IN WITNESS HEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on this _____ day of _____, 201__.

ATTEST:

RECIPIENT:

BOROUGH OF GLEN RIDGE

Witness

Title:

Date: _____

As of June 3, 2011

PROVIDER:

TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH

Witness

President, Board of Health

Date: _____

DRAFT