

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Morris, Office of Health Management COUNTY: Morris

RECIPIENT: Township of Montville COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Health Education Services

EFFECTIVE DATE: Jan 1, 2014

EXPIRATION DATE: Dec 31, 2016

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

TOWNSHIP OF MONTVILLE

RESOLUTION NO. 2014 -


RESOLUTION AUTHORIZING THE ENTRY INTO AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MONTVILLE AND THE COUNTY OF MORRIS, DEPARTMENT OF LAW AND PUBLIC SAFETY, OFFICE OF HEALTH MANAGEMENT FOR CERTIFIED HEALTH EDUCATION SPECIALIST SERVICES

WHEREAS, pursuant to Local Health Services Act (N.J.S.A. 26:3A) the Township of Montville may enter into a Shared Services Agreement with another local government entity for the furnishing of local health services; and

WHEREAS, the Township of Montville and the County of Morris, Department of Law and Public Safety, Office of Health Management have agreed to enter into an Shared Services Agreement to provide for the services of a Certified Health Education Specialist for a term of three years.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Montville, in the County of Morris, and State of New Jersey, that the appropriate municipal officials are hereby authorized to enter into an Agreement between the Township of Montville and the County of Morris, Department of Law and Public Safety, Office of Health Management for the services of a Certified Health Education Specialist, for a term of three years in an amount to be paid by the Township of Montville of Nine Thousand Two Hundred Ninety Six (\$9,296.33) Dollars over the three year period as set forth in the Agreement attached hereto.

Adopted: January 28, 2014



Gertrude Atkinson, Township Clerk



Donald Kostka, Mayor

FIN

COUNTY OF MORRIS
DEPARTMENT OF LAW & PUBLIC SAFETY
OFFICE OF HEALTH MANAGEMENT

Board of Chosen Freeholders

Director

Thomas J. Mastrangelo

Deputy Director

David Scapicchio

Douglas R. Cabana

John Cesaro

Kathryn A. DeFillippo

John Krickus

Hank Lyon

P.O. Box 900
Morristown, New Jersey 07963-0900



County Administrator

John Bonanni

Director of Law & Public Safety

Scott DiGiralomo

Health Officer

Carlos Perez, Jr.

973-631-5484

FAX 973-631-5490

March 21, 2014

Mr. John A. Wozniak, Jr.
Health Officer
Township of Montville
195 Changebridge Road
Montville, NJ 07045-9498

Dear Mr. Wozniak:

Enclosed herein is an original copy of the executed shared services agreement between the County of Morris and the Township of Montville for health education services. A certified copy of the resolution from the Board of Chosen Freeholders authorizing execution of the agreement is also included for your records.

Should you have any questions or require anything additional, please feel free to contact me by calling (973) 631-5485.

Sincerely yours,

Carlos Perez, Jr.
Health Officer

Sent Via Certified Mail No. 7011 1570 0001 3559 9697
CPJ



BOARD OF CHOSEN FREEHOLDERS

COUNTY OF MORRIS, NEW JERSEY

RESOLUTION NO. 25

ADOPTED: March 12, 2014

BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey as follows:

- 1) The Director of the Board of Chosen Freeholders is hereby authorized to sign and execute a Shared Services Agreement with the Montville Township for the furnishing of local health services, a copy of which is on file in the Office of the Department of Law and Public Safety and made a part hereof by reference.
- 2) The aforesaid contract shall run from January 1, 2014 through December 31, 2016 with the following fees:

| | |
|------|------------|
| 2014 | \$3,037.62 |
| 2015 | \$3,098.37 |
| 2016 | \$3,160.34 |

- 2) This resolution shall take effect in accordance with the law.

I hereby certify this to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey at a regular meeting held on March 12, 2014.



Diane M. Ketchum, Clerk of the Board

SHARED SERVICES AGREEMENT FOR PUBLIC HEALTH SERVICES

THIS AGREEMENT is made this 28th day of January 2014, by and between the County of Morris, Department of Law & Public Safety, Office of Health Management, with offices located at 634 West Hanover Avenue, Morris, NJ 07861 (hereinafter called "Provider") and the Township of Montville, with offices located 195 Changebridge Road, Montville, NJ 07045 (hereinafter called the "Recipient").

WHEREAS, the Provider and the Recipient seek to enter into a Shared Services Agreement for the furnishing of local health services to the Recipient by the Provider in accordance with the Local Health Services Act as codified at N.J.S.A. 26:3A2-1, et seq.;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, the Parties agree as follows:

1. The Provider shall provide the services of a Health Educator who is credentialed as a Certified Health Education Specialist (C.H.E.S.) in accordance with N.J.A.C. 8:52-1.1 et seq., Public Health Practice Standards of Performance for Local Boards of Health in New Jersey.
2. Health Educator services to be provided to the Recipient by the Provider are set forth in the Program Proposal for Local Health Services attached hereto and marked as "Exhibit A".
3. Health education services provided under the terms of this agreement shall be rendered to the following jurisdictions which presently receive local health department services from the Recipient: Montville Township and Mountain Lakes Borough.
4. The Recipient's Health Officer shall supervise services rendered by the Provider's Health Educator in the municipalities identified in clause number 3 above.

5. The Provider's Health Officer shall furnish the Recipient's Health Officer with monthly reports of all services rendered to the Recipient including services provided under the terms of this agreement.
6. It is understood that the Provider and 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.
7. It is understood that the term of this Agreement shall begin Jan. 1, 2014 and terminate on December 31, 2016 unless extended or renegotiated to the mutual satisfaction of both the Provider and the Recipient prior to the termination date, and shall take effect following adoption of appropriate Resolutions by each of the contracting parties.
8. The Recipient shall pay the Provider for the services provided under the terms of this Agreement as follows:
 - (a) A total of \$3,037.62 for calendar year 2014 which shall be paid in four quarterly installments. Payments for the first three quarters shall be \$759.00 and the final fourth shall be \$760.62.
 - (b) A total of \$3,098.37 for calendar year 2015 which shall be paid in four quarterly installments. Payments for the first three quarters shall be \$774.00 and the final fourth shall be \$776.97.
 - (c) A total of \$3,160.34 for calendar year 2016 which shall be paid in four quarterly installments. Payments for the first three quarters shall be \$790.00 and the final fourth shall be \$790.34.

9. Payment shall be made within thirty (30) days of submission of an invoice from the Provider to the Recipient or by other means as agreed by the Chief Fiscal Officers of both parties.
10. The term of this Agreement shall be Jan. 1, 2014 through December 31, 2016. Either Party may terminate this Agreement by giving one hundred eighty (180) days written notice to the other party. All written notice referenced in this paragraph shall be delivered to the Recipient at Township of Montville, 195 Changebridge Road, Montville, NJ 07045 and to the Provider at County of Morris, P.O. Box 900, Morristown, NJ 07963.
11. The Parties agree that the consideration set forth in this Agreement shall remain in full force and effect for the entire term of the Agreement, regardless of any and all increases in costs to the respective Parties for labor, materials, and equipment, as well as any taxes that may now be, or may be in the future, assessed against the Parties in connection with the Parties' responsibility under this Agreement, and regardless of whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any governmental agency or otherwise.
12. The Parties shall keep work under their control and shall not assign, transfer, sublet, or otherwise dispose of this Agreement, or any right or responsibility hereunder, without previous consent in writing by the Provider and Recipient, unless by and with the like consent of Provider and Recipient. Consent by the Provider and Recipient of an assignment of this agreement shall not, in any way, release Parties from their covenants and terms of this Agreement and the duties imposed hereunder.
13. In addition to the other rights and remedies of the parties herein, the Township of Montville agrees to indemnify and hold harmless the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury

caused by, or resulting from, the negligent acts or omissions of Township of Montville's personnel arising out of this Agreement or any of the obligations assumed by the Township of Montville hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township of Montville is solely or jointly responsible for such liability. In the event it is determined by a Court that the Township of Montville is not solely responsible for said liability, then the Township of Montville's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township of Montville. The Township of Montville, upon notice from the County, shall resist and defend, at the expense of the Township of Montville, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township of Montville obligation under this paragraph.

14. In addition to the other rights and remedies of the parties herein, the County agrees to indemnify and hold harmless the Township of Montville, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the County arising out of this agreement or any of the obligations assumed by the County hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County is solely or jointly responsible for such liability. In the event it is determined by court that the County is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County. The County, upon notice from the Township of Montville, shall resist and defend, at the expense of the County, such action or proceeding with counsel reasonably satisfactory to the Township of Montville. In addition, at its option, the Township of Montville may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County's obligation under this paragraph.

15. The Municipality agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related matters; and (b) that the Municipality submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this agreement or any subsequent contract based on this agreement. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.

16. A copy of this signed agreement shall be submitted to the New Jersey Department of Health, Division of Health Infrastructure and Emergency Response, Office of Public Health Infrastructure.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, seals, and caused these presents to be signed by their proper officers.

ATTEST:



CLERK OF THE BOARD

**MORRIS COUNTY BOARD OF
CHOSEN FREEHOLDERS**



FREEHOLDER DIRECTOR

ATTEST:



MUNICIPAL CLERK

TOWNSHIP OF MONTVILLE



MAYOR

EXHIBIT A
PROGRAMMATIC PROPOSAL
FOR LOCAL HEALTH SERVICES & ACTIVITIES

County of Morris, Department of Law & Public Safety, Office of Health Management
AND
the Township of Montville

The Provider shall furnish the following local health services to the Recipient:

- A. Health Education & Promotion: Provision of a certified Health Educator to plan, implement, and evaluate health education programs and/or interventions in accordance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey in areas such as: alcohol and drug abuse control; smoking prevention and cessation; nutrition; injury control; physical fitness and exercise; emergency preparedness; chronic disease (diabetes, cardiovascular, cancer); communicable disease control.



Township of Montville

BUSINESS OFFICES:

MUNICIPAL BUILDING
195 CHANGEBRIDGE ROAD
MONTVILLE, NEW JERSEY 07045-9498
(973) 331-3300 • FAX: (973) 402-0787

POLICE DEPARTMENT:

PUBLIC SAFETY BUILDING
360 ROUTE 202
MONTVILLE, NEW JERSEY 07045-8697
(973) 257-4300 • FAX: (973) 334-4880

Donald Kostka
MAYOR

Scott Gallopo
DEPUTY MAYOR

Deb Nielson
COMMITTEEWOMAN

Jim Sandham
COMMITTEEMAN

Richard D. Conklin
COMMITTEEMAN

February 10, 2014

Carlos Perez, Health Officer
Morris County Office of Health Management
P.O. Box 900
Morristown, N.J. 07963

Re: Health Education Agreement
MCOHM – Montville Health Department
2014 - 2016

Dear Carlos,

Enclosed, please find three copies of the 2014-2016 Health Education Agreement between the County of Morris and Montville Township which have been signed by the appropriate Montville officials. After execution by your office, please return two completed copies to my attention at the Montville Health Department.

Thank you, Carlos. If you have any questions, please contact me.

Sincerely,

John A. Wozniak, Jr., M.E.H.
Health Officer

JAW/lz

cc: Roy Claps, Esq,
Trudy Atkinson, Township Clerk ✓
Board of Health



CERTIFICATION OF FUNDS

In accordance with the regulations of the Local Finance Board, I hereby certify that funds are budgeted in the 2014 Municipal Budget Preparation for the following proposed expenditures to be approved by resolution or ordinance of the Township Committee of the Township of Montville, as follows, subject to the availability and appropriation annually of sufficient funds:

County of Morris, Department of Law & Public Safety,
Office of Health Management- Health Educator

Encumber:
4-01-27-330-227 \$ 3,037.62

Date: January 28, 2014

A handwritten signature in cursive script, reading "Katie Yanke", is written over a horizontal line.

Katie Yanke
Chief Financial Officer