

**BERGEN COUNTY DEPARTMENT OF HEALTH  
SERVICES**

**PUBLIC HEALTH SHARED-SERVICES  
AGREEMENT**

Village of Ridgefield Park

**THIS AGREEMENT**, made on Jan. 1, 2016 by and between the:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County"

And the Village of Ridgefield Park a municipal corporation of the State of New Jersey herein referred to as the "Municipality"

**WITNESSETH**

**WHEREAS**, the County of Bergen ("County") is a body politic and corporate of the State of New Jersey; and

**WHEREAS**, the Village of Ridgefield Park ("Municipality") is a Municipal Corporation of the State of New Jersey; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq) promotes the broad use of shared services to reduce local expenses funded by property tax payers; and

**WHEREAS**, the Bergen County Department of Health Services ( hereinafter, referred to as "BCDHS") coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist municipalities with their public health obligations for services set forth in the attached Appendix; and

**WHEREAS**, N.J.A.C. 8:52 et seq. incorporates the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and enables the development of an integrated, coordinated Public Health System at the local, county and state levels; and

**WHEREAS**, N.J.A.C. 8:52 et seq. incorporates the roles and responsibilities of the local boards of health with needed local and regional capacity at a county level; and

**WHEREAS**, N.J.A.C. 8:52 et seq. includes the State Sanitary Code and nursing services including infectious disease prevention, surveillance and control, as well as school immunization auditing; and

**WHEREAS**, the County offers comprehensive Animal Control and sheltering services, N.J.A.C. Title 8; N.J.S.A. 52:4.3 and the rabies statutes, N.J.S.A., Chapter 19, Article 3 and Chapter 23A Facility Operations and N.J.A.C. 8:23A Veterinary Public Health 1.9 Disease Control; and

WHEREAS, The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect and dispose of solid waste (animal carcasses) pursuant to N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a)2; and

WHEREAS, All Bergen County Department of Health Services Animal Control vehicles display a current NJDEP decal and NJDEP Solid Waste Registration and carry the current Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h); and

WHEREAS, the Municipality desires to contract for the furnishing of health services of a technical and professional nature by the BCDHS to the Municipality, pursuant to N.J.S.A. 26:3A2-1 et seq and as further specified herein; and

WHEREAS, the Bergen County Department of Health Services (“BCDHS”) offers an Employee Assistance Program (EAP) as a shared service to municipalities; and

WHEREAS, Bergen County Freeholder Resolution #1520-15 adopted on December 21, 2015, authorized the County’s shared-services to participating municipalities to assist them with their public health obligations; and

WHEREAS, the Bergen County Freeholder Resolution # 1520-15 adopted on December 21, 2015 authorized the County Executive to enter into an agreement with the participating Municipalities; and

WHEREAS, the <sup>Village of</sup> ~~Ridgefield~~ ~~Pk~~ adopted a resolution dated 1-26-16 authorizing its designee to enter into an agreement with the Bergen County Department of Health Services for the services set forth herein; and

**NOW THEREFORE BE IT RESOLVED**, that in consideration of the premises, and of the covenants, terms, and conditions hereinafter set forth, the parties agree as follows:

1. Schedule of Services

The County shall perform the services set forth under Chapter N.J.A.C. 8:52 as listed below.

1. Public Health Officer shall perform or be responsible for:
  - Communicable Disease Reportable Surveillance System
  - School Immunization Auditing
  - Adult Health Consultation
  - Animal Bite, Exposures and Follow up
  - Nursing Oversight Supervision
  - Health Promotion/Health Education

2. Registered Environmental Health Specialist

3. Septic – Well inspection and monitoring program
4. Animal Control Program
5. Employee Assistance Program

**The Municipality shall be obliged for and agree as follows:**

1. Payments: The Municipality shall pay the BCDHS according to the enclosed schedule for the current agreement. Payments shall be made semi-annually with the first payment due no later than the last business day of May and the second payment due no later than the last business day of November.
2. Designation of Health Officer: The Municipality shall appoint the BCDHS Health Officer as its Municipal Health Officer. By contracting with the County for Health Officer and Administrative Services, BCDHS is the Public Health Agency for the Municipality as required by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.
3. Enforcement: The BCDHS Health Officer shall be the enforcement agent of the Municipality for the Sanitary Laws of the State and for Ordinances that are appropriately reviewed by the BCDHS Health Officer prior to their effective date and within the scope and purview of the BCDHS Health Officer's license.
4. Supervision: The Health Officer of the BCDHS shall direct and supervise all public health activities and employees engaged in public health activities of the municipality pursuant to N.J.A.C. 8:52.
5. Public Health Staff/Contracted Vendors:
  - a. The public health staff/contracted vendors at the local level will be responsible for timely communication of all emergencies, (e.g. communicable disease, disaster information) information directly to the BCDHS Health Officer or designee and comply with any request for written reports by the BCDHS Health Officer in order to assure best practices and consistency and continuity of services.
  - b. Contracted vendors of the municipalities will be responsible for communicating (via phone, fax, and/or e-mail), documenting, and reporting to the County all public health activities conducted by them. They are also required to maintain complete confidentiality on any interventions.
6. ~~Hold Harmless: The Municipality shall defend, indemnify, protect and save harmless the BCDHS and its officers, agents, servants, and employees from and against any and all suits,~~

~~claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the Municipality, its consultants, contractors, agents, servants and employees including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. Any health-related function or activity not within the scope of the of the health officer license shall be the sole responsibility of the Municipality and the Municipality shall indemnify and hold harmless the County from any such activity.~~

~~Further, the Municipality shall be responsible for and shall indemnify the County and its employees for all costs, injuries or damages, suffered by any County employee while performing his/her duties on behalf of the County pursuant to the terms and conditions of this Agreement. This indemnification shall also apply to any damages suffered to any County property or equipment while in use under the terms and conditions of this Agreement.~~



7. Miscellaneous

- a. Entire Agreement This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

The Parties agree that prior to the commencement of any litigation due to a dispute between the Parties under this Agreement, the Parties shall agree to first commence a non-binding mediation process to attempt to resolve said disputes. Mediation shall be before a mutually acceptable retired Superior Court Judge from Bergen County and the Parties agree to follow the mediation process as set forth by the Judge.

- b. Force Majeure Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- c. General This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.
- d. No Waiver The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either

party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.

- e. No Third Party Beneficiaries Nothing contained herein shall be construed so as to create rights in any third party

## 8. Duration, Cancellation & Amendments

- a. Term: The BCDHS shall provide the services specified herein from January 1, 2016 through December 31, 2020.
- b. Termination: This Agreement shall be automatically renewed at the then current rate. Notice of intent to terminate this agreement must be provided by the municipality to BCDHS with one hundred twenty days (120) days written notice (with proof of delivery) prior to the expiration of the current Agreement.

BCDHS shall notify the Municipality of any changes in the terms of this Agreement, including but not limited to changes in fees and/or services, at least one hundred and twenty (120) days prior to the expiration of the current term.

This Agreement may also be terminated, with or without cause by any party, with one hundred and twenty (120) days written notice (with proof of delivery) to the other party.

## 9. Attachments

- a. Appendix A:
  - 1. Public Health Health Officer
    - a. Subsection: Communicable Disease Reportable Surveillance System
    - b. Subsection: School Immunization Auditing
    - c. Subsection: Health Consultation Services
    - d. Subsection: Animal Bite, Exposures and Follow up
    - e. Subsection: Nursing Supervision Oversight
    - f. Subsection: Health Promotion/Health Education

- 2. Registered Environmental Health Specialist (REHS) Service
- 3. Septic-Well
- 4. Animal Control Services
- 5. Employee Assistance Program

- b. County Freeholders Resolution # 1520-15 adopted December 21, 2015
- c. Municipality Resolution No. ~~2016-011~~ adopted ~~1-26-16~~
- d. Payments Schedule

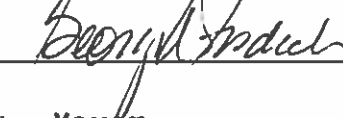
IN WITNESS WHEREOF, the County, and Municipality have caused this Agreement to be signed and their corporate seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose. *Respective seals to be affixed.*

**PLEASE PLACE MUNICIPAL SEAL OVER ATTESTING SIGNATURE**

**ATTESTING SIGNATURE:**

**MUNICIPALITY**

By:   
 Title: Village Clerk

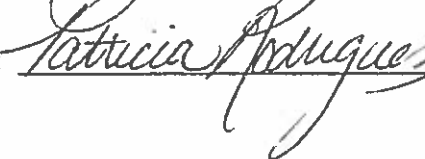
By:   
 Title: Mayor

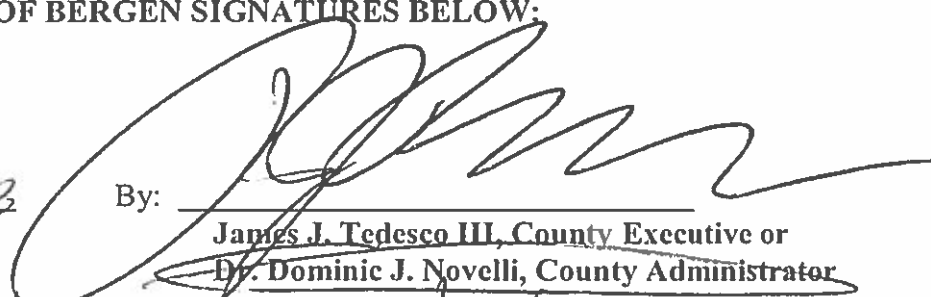
Date: January 26, 2016

Date: January 26, 2016

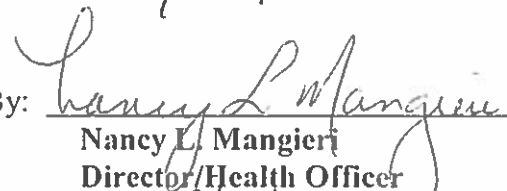
**COUNTY OF BERGEN SIGNATURES BELOW:**

**ATTESTING SIGNATURE:**

By: 

By:   
 James J. Tedesco III, County Executive or  
 Dr. Dominic J. Novelli, County Administrator

Date: 3/23/16

By:   
 Nancy L. Mangieri  
 Director/Health Officer

Date: 3/14/16

VILLAGE OF RIDGEFIELD PARK, N.J.

Resolution No. 2016-011

Motion by Commissioner MacNeill Seconded by Commissioner Boyd

That the following Resolution be adopted:

Resolved by the Board of Commissioners of the Village of Ridgefield Park

BE IT RESOLVED that the Ridgefield Park Board of Commissioners authorizes Mayor Fosdick to sign a 5-Year Shared Services Agreement with Bergen County for the Animal Control Program at a cost of \$17,184.15 for year 2016 and the Employee Assistance Program for 30 employees at a cost of \$20.00 per employee for year 2016.

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the Board of Commissioners of the Village of Ridgefield Park, New Jersey on January 26, 2016  
Tara O'Grady Village Clerk

On roll call Commissioners Anlian, Boyd, MacNeill, Poli and Mayor Fosdick Voted "Yea"

Passed January 26, 2016

Attest:

Tara O'Grady  
Village Clerk

[Signature] Commissioner  
[Signature] Commissioner  
[Signature] Commissioner  
[Signature] Commissioner  
[Signature] Mayor





**2015**  
**BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS**  
**RESOLUTION**

*[Handwritten signature]*

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola	✓			
Felice	✓			
Ganz	✓			
Sullivan	✓			
Tagnelli	✓			
Zur	✓			
Chairwoman Voss	✓			
<b>TOTALS</b>	<b>7</b>	<b>-</b>	<b>-</b>	<b>-</b>

Resolution No. 1520-15  
 Date: December 21, 2015  
 Page: 1 of 2  
 Department/Division: Health Services  
 Purpose: Authorization for 2016 Shared Service Health Agreements with municipalities  
 Account No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Dollar Amount: Revenue Producing  
 Prepared By: GC:gc

Offered by: Sullivan  
 Seconded by: Zur  
 Approved by: [Signature]

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders on above date at the Regular Meeting by: [Signature]

Lisa Sciancalepore, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, Boards of Health in various municipalities, pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq. and N.J.S.A. 26:3A2-1 et seq., are desirous to enter into an Agreement for Public Health Services with the County of Bergen, Department of Health Services, for public health activities for the period January 1, 2016 through December 31, 2016 for a consideration to be agreed upon between the County and the individual municipality in keeping with the County Executive's Shared services initiative; and

WHEREAS, the Interlocal Services Act, N.J.S.A 40:8A-1 was repealed and replaced

with the Uniform Shared Services Act (USSA) found at N.J.S.A. 40A:65-1. USSA was passed in an effort to encourage and ease the sharing of services by creating alternate methods for formation of commissions dedicated to analyzing the practicality of sharing services between local units. In short the USSA envelops the former Act, extending the power of local units over the consolidation process, not restraining it; and

**WHEREAS**, shared government services has proven to provide quality and improved flexibility of current mandated services while securing sustainable cost savings through economies of scale.

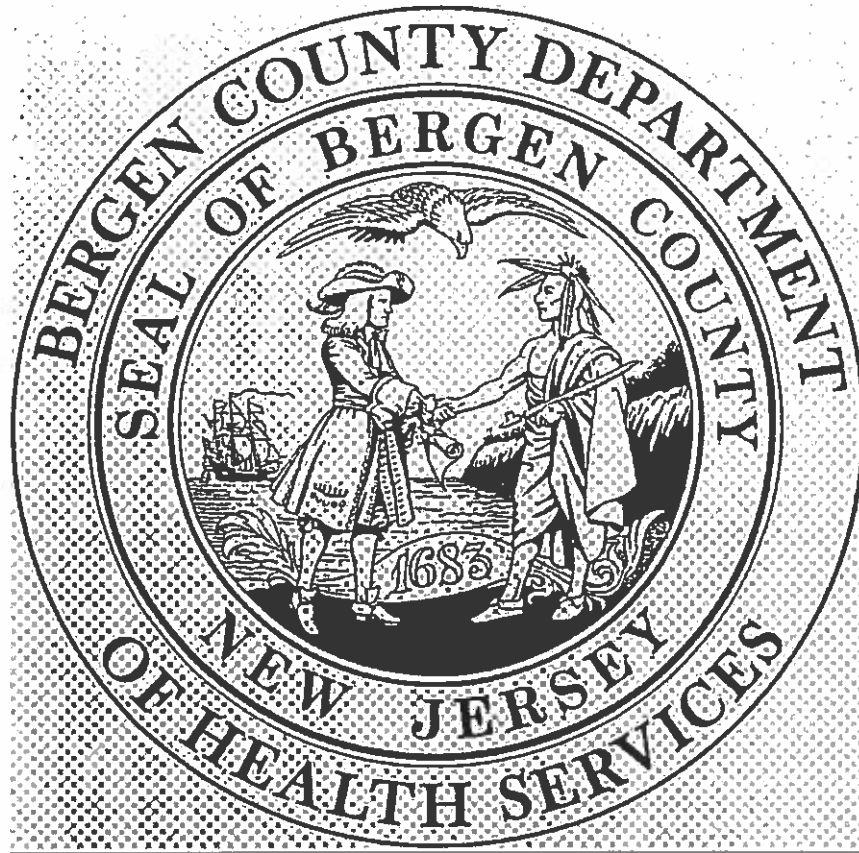
**WHEREAS**, utilizing shared government services enables staff time to be moved from commodity activities (back office functions) to value added resident orientated activities (nursing services, education and health promotion) and provides the ability to continually offer residents needed services; and

**THEREFORE, BE IT RESOLVED**, that the County of Bergen enter into contract with various municipalities' Boards of Health for provision of Public Health Services pursuant to N.J.S.A. 40A:65-1 et seq. and N.J.S.A. 26:3A2-1 for consideration to be agreed upon between the County and the individual municipality, and;

**BE IT RESOLVED**, that said agreements shall run from January 1, 2016 through December 31, 2016, for a consideration to be agreed upon between the County and the individual municipalities; and

**BE IT FURTHER RESOLVED**, that on behalf of the County of Bergen, the County Executive is hereby authorized to execute the above-referenced shared-service contracts, in a form approved by County Counsel, and;

**BE IT FURTHER RESOLVED**, that the County Executive is hereby authorized to execute the necessary title documents in a form to be approved by County Counsel.



**BERGEN COUNTY DEPARTMENT  
OF  
HEALTH SERVICES**

**SHARED SERVICES AGREEMENT  
APPENDIX A**

**Village of Ridgefield Park**

**BERGEN COUNTY DEPARTMENT OF HEALTH SERVICES  
SHARED-SERVICE AGREEMENT  
Village of Ridgefield Park**

**CONTRACT TERM LENGTH: 5 Years**  
**DURATION: January 1, 2016 through December 31, 2020**  
**2010 CENSUS 12,729**  
**EAP/SAP EMPLOYEE COUNT: 30**

SERVICE	2016		2017		2018	
	Health Officer (Census Base)	\$1.25	N/A	\$1.28	N/A	\$1.30
REHS (Hourly Base)		N/A		N/A		N/A
Septic/Well (Hourly Base)	\$70.00	N/A	\$71.75	N/A	\$73.37	N/A
Animal Control (Census Base)	\$1.35	\$ 17,184.15	\$1.39	\$ 17,693.31	\$1.42	\$ 18,075.18
EAP/SAP (Employee Base)	\$20.00	\$ 600.00	\$20.50	\$ 615.00	\$21.00	\$ 630.00
Low Population HO Rate	\$6,500	N/A	\$6,662.50	N/A	\$6,812.40	N/A
<b>TOTAL COST PER ANNUM</b>		\$ 17,784.15		\$ 18,308.31		\$ 18,705.18

SERVICE	2019		2020	
	Health Officer (Census Base)	\$1.34	N/A	\$1.36
REHS (Hourly Base)		N/A		N/A
Septic/Well (Hourly Base)	\$74.83	N/A	\$76.33	N/A
Animal Control (Census Base)	\$1.45	\$18,457.05	\$1.48	\$ 18,838.92
EAP/SAP (Employee Base)	\$21.40	\$ 642.00	\$21.80	\$ 654.00
Low Population HO Rate	\$6,948.65	N/A	\$7,087.62	N/A
<b>TOTAL COST PER ANNUM</b>		\$ 19,099.05		\$ 19,492.92

**APPENDIX A  
PUBLIC HEALTH SHARED-SERVICES**

**1. Public Health Infrastructure Administration and Health Officer Coverage**

The health officer is responsible for coordination and/or administration of Planning, Workforce Development, Information Technology, Epidemiology, Nursing, Health Promotion/Education, Registered Environmental Health Specialist (REHS), Communicable Disease Control, Environmental Protection, and Animal Control. The Health Officer is also responsible for the oversight of these services at the local level.

Health Officer oversight includes any municipal employee services, e.g. nurse, REHS, which are provided under the Health Officer's license as defined in N.J.A.C. 8:52 et seq. This oversight includes promulgation of best practices, reports as requested, on-site field assessments, and participation in technical/clinical trainings;

In addition, Health Officer oversight includes any municipal contracted services which are operated under the Health Officer's license as defined in N.J.A.C. 8:52 et seq.;

All Agreements with the County of Bergen for Health Officer services include an REHS staff, a Health Promotion Program Administrator, and Public Health Nursing Supervision, as defined in N.J.A.C. 8:52 et seq.

REHS oversight services include consultations and trainings with the local REHS/ municipal employees. These trainings will provide educational opportunities, quality assurance, and accountability of services.

Included in Public Health Nursing supervision are the services of specially trained nurses. These professionals work in the field with the local nurse and/or agency nurse assigned, to advise the Board of Health and/or governing body on issues of quality assurance and accountability of services.

All agreements with the County of Bergen for Health Officer services also include Health Promotion, as defined in N.J.A.C. 8:52 et seq. This service includes any combination of health promotion and related activities which are designed to facilitate behavioral and environmental adaptations to protect or improve health using audio, visual, and print materials to support program initiatives.

The Municipality shall pay the County for services rendered as outlined above using the current rate per resident based upon the population from the 2010 US census. Municipalities whose 2010 US Census is below 5,000 will be accessed at a flat rate.

Public Health nursing activities may include, but are not limited to follow-up for animal bites and scratches, as well as elevated blood lead levels, adult health consultation programs, chronic disease prevention programs, school immunization audits and communicable disease prevention and control activities.

Communicable Disease Reportable Surveillance System: Public health nursing services consistent with N.J.A.C. 8:52 et seq.; include participating in Communicable Disease Reporting System, clinical surveillance, case identification and assurance of treatment. Conduct investigations, disseminate and exchange information relative to outbreaks of disease with physicians, hospitals, boards of education and other responsible health agencies as appropriate.

School Immunization Auditing: Assist all schools with an emphasis on preschool facilities, in implementing and enforcing the immunization requirements contained in Chapter 14 of the State Sanitary Code N.J.A.C. 8:57-4 et seq., by providing immunization services and conducting periodic surveys and representative record audits.

Health Consultation Service: Health consultation hours are established by mutual agreement with the municipality. Services include: health history evaluation; blood pressure measurement; height and weight measurement; individualized counseling and education; referral and follow-up; and, confidential consultation with a Public Health Nurse.

Animal Bites, Exposures and Follow up: Report and investigate animal bites and provide rabies post exposure prophylaxis (PEP) information. Confine animal and report immediately to New Jersey Department of Health (NJDOH) clinically suspicious cases of rabies in animals. Ensure confinement location where biting animals may be appropriately observed for rabies. Confirm that animals expiring within the 10 day confinement period are transported to NJDOH public health environmental and agricultural lab (PHEAL) for rabies examination.

Nursing Supervision Oversight: Whether the municipality chooses to provide their own municipal nurse for health consultation or other public health nursing functions, BCDHS will include nursing service as well as assistance with care plans, communicable disease reporting and investigation, on-site meetings and animal bite exposure reporting.

If a municipality or local Board of Health contracts with a nursing agency, contracted vendor or employs a municipal nurse, it is the responsibility of the local Board of Health to ensure that the vendor or employee provide all public health nursing services as articulated in N.J.A.C. 8:52 et seq. including all of the services noted in the above paragraph.

Vendor agencies will comply with all public health nursing reporting criteria including Communicable Disease Reporting Surveillance System (CDRSS), monthly activity reports, and any other reports determined by the health officer as necessary to assure compliance with standard public health practice and appropriate communication of health conditions.

Public Health nursing is practiced under the Bergen County Health Officer license; therefore, any vendor or employee shall submit reports as requested by the Health Officer, BCDHS Director of Nursing, or his/her designee and be subject to monitoring and review by the Health Officer and or his designee to ensure appropriate and comprehensive public health services. Any vendor contract or job description for public health nursing will be reviewed by the Health Officer to ensure an appropriate level and scope of service.

The Health Promotion/Health Education service shall provide a comprehensive health education and health promotion program which is overseen by a Health Education team. All services provided will be in accordance with N.J.A.C. 8:52-3.2 (a).

## **2. Registered Environmental Health Specialist (REHS) Services Coverage**

A team of licensed REHS' shall be provided to contracting Municipalities. These teams shall perform all State mandated public health inspections and investigations as set forth in the State Sanitary Code. This includes coverage for all reported public health related emergencies 24/7, 365 days per year. Enforcement actions taken by the County for violations of public health regulations that require a municipal court appearance shall be attended by a REHS. The Health Officer or his/her designee shall attend Board of Health meetings held by the contracting Municipality.

The County shall inspect on behalf of the contracting Municipality delegated facilities regulated by the State Sanitary Code and other relevant State public health laws and codes. REHS services shall be limited to conducting public health compliance and enforcement (C&E) inspections of regulated facilities. The frequency and number of all C&E inspections performed shall be at the sole discretion of the Health Officer or his/her designee.

Public health C&E inspections shall be limited to the following:

- a. Sanitary Operation of Kennels, Pet Shops, Shelters and Pounds (N.J.A.C. 8:23A-1.1 through 1.12)
- b. Sanitation in Retail Food Establishments and Food and Beverage Vending Machines (N.J.A.C. 8:24)
- c. New Jersey Youth Camp Safety Standards (N.J.A.C. 8:25)
- d. Public Recreational Bathing (N.J.A.C. 8:26)
- e. Body Art Procedures (N.J.A.C. 8:27)
- f. Tanning Facilities (N.J.A.C. 8:28)
- g. Child Care Centers (N.J.A.C. 10:122-5.2; 7.7; 7.8)

The County shall investigate all reports of public health nuisances and complaints, animal bites, investigate foodborne, airborne, waterborne and other suspected disease outbreaks as required by N.J.A.C.8:52.

Public health investigations shall be limited to the following:

- a. Animal bites (N.J.S.A. 26:4-82; 83; 84; 85)
- b. Public Health Nuisance Code ordinances
- c. Public health complaints
- d. Reportable foodborne illness and suspected disease outbreaks

The County shall provide the Municipality with paperwork related to any public health inspection or investigation conducted. The Municipality shall be solely responsible for maintaining files for

this paperwork in accordance with all applicable laws and regulations. Upon request, the Municipality shall immediately provide the County with a courtesy copy of any and all files pertaining to public health inspections and/or investigations.

State Sanitary Code inspection and investigation services are practiced under the Health Officer's license, therefore any contracted REHS vendor or municipal employee shall submit reports as requested by the Health Officer or his/her designee and are subject to monitoring and review by the Health Officer or his/her designee to ensure appropriate and comprehensive public health services are being provided to the contracting Municipality.

The cost to provide REHS services coverage shall be based on the pricing matrix (see Pricing Information Sheet).

### **3. Septic and Well Services**

The municipality shall pay the county an hourly rate for all septic and well service rendered. Direct billing to the municipality for septic and well service rendered shall occur on a bi-annual basis.

#### **County Services included with this Agreement:**

- a. Septic system plan reviews
- b. On-site soil evaluations (septic systems)
- c. Septic system inspections
- d. Septic system complaint investigations
- e. Realty transfer reviews (septic systems)
- f. File reviews – building department applications (septic systems)
- g. Well plan reviews
- h. Well inspections
- i. Well permit reviews
- j. Well records reviews
- k. Analytical laboratory and PWTAs report reviews
- l. Legal actions
- m. Consultations – septic and well (public/contractors/private)

### **4. Animal Control Services**

This agreement meets the mandatory municipal compliance for Animal Control including applicable sections of N.J.S.A. 4:19, N.J.A.C. 8:23A, N.J.A.C. 8-52 and N.J.A.C. 8:57. Animal Program services will be provided at the Bergen County Animal Shelter and Adoption Center (BCASAC), 100 United Lane, Teterboro, NJ 07608.

#### **Mandated Services: Animal regulatory control compliance:**

- a. All stray animal patrol and response done by State Certified Animal Control Officers
- b. Stray animal housing and care
- c. Rabies control including free vaccination clinics
- d. Surveillance trapping, specimen preparation and transportation to NJ PHEAL (New Jersey Public Health Environmental and Agricultural Laboratory)
- e. Rabies specimen preparation for testing in human exposure cases



- f. Confinement services for stray and owned animals involved in bite cases
- g. Animal Control related humane euthanasia services
- h. Emergency Veterinarian services for sick or injured domestic stray animals. This practice exceeds the basic care (alleviate pain and suffering) required under N.J.A.C. 8:23A-1.9.

The Municipality shall pay the County an annual fee for the services rendered. This rate will be based on the municipality's 2010 census. The BCASAC provides a comprehensive Trap Neuter & Release (TNR) program for feral cats. Municipalities that did not contract with the BCASAC in 2015 will also be assessed a fee of \$75.00 per feral cat. This additional charge will continue for a period of 24 months, at which time the TNR program will be included within the regular annual fee. This additional charge ( ) does (X) does not apply to the Village of Ridgefield Park.

The BCASAC provides comprehensive full-time veterinary care to sick or injured domestic animals entering the shelter at no additional cost to the contracting municipality.

**County Services included with this Agreement:**

- a. Animal control officer available 24/7, 365 days per year.
- b. Impoundment of stray domestic animals not limited to public property
- c. Animal mobile adoption/community education services
- d. Rabies vaccination clinic/ State rabies vaccine distribution program
- e. Wildlife rescue including injured animals and orphaned juveniles
- f. Feral and dangerous animal trapping
- g. Electronic maintenance of lost & found animal records
- h. Disaster response in all emergencies
- i. Comprehensive follow up for rabies control and human exposure, including County REHS staff, County nursing staff, and County Health Officer
- j. Routine rabies surveying and specimen preparation
- k. Dead on Arrival (DOA) carcass removal from all municipal public areas
- l. Deer carcass removal from all public and private property
- m. Comprehensive feral cat trap, neuter & release (TNR) program

**Resident Services Available: (fee based, visit [www.co.bergen.nj.us](http://www.co.bergen.nj.us))**

- a. Respite animal housing and care in cases of eviction, hospitalization, limited to 30 days
- b. Surrender of domestic animals, reptiles and birds
- c. Reclaim: Pet retrieval by owner (with appropriate documentation)
- d. Involuntary impoundment and/or court ordered
- e. Investigation by certified Animal Cruelty Professionals
- f. Low-cost routine vaccinations (cats & dogs)
- g. Pet Microchipping (cats & dogs)
- h. Humane euthanasia services performed by certified professionals
- i. Respectful disposal of deceased animals
- j. Limited services for wildlife removal on private property: typically a single animal within a garage, yard or accessible living area of the home. Residents with infestation of rodents, bees, squirrels, raccoons, etc., will need to contract with a

private pest control company. The ACO reserves the right to evaluate the situation to determine if it is within the scope of services.

**Service Availability / Hours of Operation:**

The BCASAC is open to the public in excess of the state minimum of two (2) hours per day. Residents seeking adoption or reclaim information should be directed to the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ, (201) 229-4600.

Animal Control staff is available 24 hours per day / seven (7) days a week. All requests for immediate Animal Control Officer Response should be routed through your municipal Police Department to the Bergen County Public Safety Dispatch Center (201-785-8505). Non-emergency requests and resident inquiries should be directed to the Animal Control division's office at (201) 229-4616.

**Deer Carcass Removal:** In contracting municipalities, deer carcasses shall be removed from the roadway pavement and adjoining turf medians and shoulder areas within the public right-of-way within 48 hours. The carcasses shall be removed by a NJ DEP licensed transporter and taken to a disposal facility licensed to receive carcasses.

**State Roads:** Deer carcass removal from state roads within the municipality must be arranged through the N.J. D.O.T. by fax at (609) 588-2511, by phone at 1-609-588-6211, or via the website at <http://www.state.nj.us/transportation/commuter/potholeform.shtm>

**County Roads:** Bergen County will provide deer carcass removal services on all County roads within the municipality through the County's third-party contractor. Requests for this service are initiated by the municipal police department sending a completed 'Deer Carcass Removal' form (enclosed) to Animal Control at fax number 201-440-2567 or 201-440-2568.

**Municipal Roads:** Those municipalities contracting for Animal Control Services with BCDHS may utilize the **County Roads** procedure noted above for their municipal roads. Those municipalities not contracting for Animal Control Services with the BCDHS will have to secure their own agreement for deer carcass removal on municipal roads.

**Handling of Strays:** Strays are accepted from contracting municipalities regardless of whether they are brought in to the Shelter facility by the Animal Control Officer or the public. They may be dropped off during normal Shelter hours.

**Wildlife:** Animal Control will provide educational guidance to residents for wildlife/pest control concerns on private property. Services beyond the scope of the capabilities of the animal control services shall be referred to private vendors at the choice of the owner.

**Adoption:** All animals are evaluated, medically and behaviorally, for adoption. Comprehensive efforts are made to provide for the adoption of all eligible animals. All adoption and reclaims are

handled at the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ 07608. Special hours have been designated for adoption and are listed on the website: <http://www.co.bergen.nj.us/index.aspx?NID=1002>

**Field Operations:** The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect and dispose of solid waste (animal carcasses) N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a)2.

Animal Control maintains fully equipped, temperature-controlled vehicles. All Bergen County Department of Health Services Animal Control vehicles display the required NJDEP decal, the NJDEP Solid Waste Registration and carry the required Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h). Each animal control officer carries a cell phone and police radio for immediate consultation. During all hours, Municipal Police or Health Department officials, using the County Communication System at (201) 785-8505, may reach an Animal Control Officer to expedite response time.

#### **5. Employee Assistance Program/Substance Abuse Professional**

The Employee Assistance Program (EAP) / Substance Abuse Professional (SAP) provides confidential assessments, referrals, and monitoring to employees for such personal matters as family and marital relations, legal and financial difficulties, substance abuse, and other personal problems that are interfering with their job performance.

A Licensed Clinical Social Worker (LCSW) and Licensed Clinical Alcohol and Drug Counselor (LCADC) will provide the employee with an assessment, referral, and coordination of services.

An employee can choose to access the EAP voluntarily or may be referred by a supervisor based on job performance problems. When an employee volunteers their participation, it will remain absolutely confidential. If an employee is referred by management, the EAP will have the employee sign a release of information allowing the supervisor to know if the employee is complying with EAP recommendations. The EAP does not impart to management details surrounding the employee's counseling plan.

The service also includes access to a qualified SAP (Substance Abuse Professional). The SAP conforms to the US Department of Transportation, Office of Drug and Alcohol Policy and Procedure based on 49CFR Part 40 Federal Rules and Regulations governing drugs and alcohol testing for safety-sensitive transportation employees. These employees usually hold a CDL (Commercial Driver's License) and must be referred to an SAP if they test positive for drugs or alcohol. SAP services include the federally mandated assessment, interview, referral and return to duty recommendation reports to management when a CDL employee yields a positive drug test or blood alcohol content (BAC) reading above 0.039.

During the term of the contract, EAP/SAP staff will be available for one orientation training with municipal managers/supervisors at a location selected by the municipality

and at a mutually agreeable date and time. A training manual will be provided to each manager/supervisor.

During the term of the contract, EAP/SAP will be available for one staff orientation for covered municipal employees at a location selected by the municipality and at a mutually agreeable date and time. Each covered employee will receive a program brochure detailing the EAP program.

**PAYMENTS SCHEDULE**  
**Village of Ridgefield Park**

2016 Schedule of Services and Fees

The County shall perform the services set forth in the attached Appendix A as specified below:

1. Public Health Infrastructure/Health Officer	\$	N/A
➤ Communicable Disease Reportable Surveillance System		
➤ School Immunization Auditing		
➤ Adult Health Consultation		
➤ Animal Bite, Exposures and Follow up		
➤ Nursing Oversight Supervision		
➤ Health Promotion/Health Education		
2. Registered Environmental Health Specialist	\$	N/A
3. Septic and Well Service Program	\$	N/A
4. Animal Control Program	\$	17,184.15
5. EAP/SAP Program	\$	600.00
<b>TOTAL AGREEMENT 2016 COST PER ANNUM:</b>	<b>\$</b>	<b>17,784.15</b>