

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Bergen County Dept. of Health COUNTY: Bergen
Services

RECIPIENT: Borough of Little Ferry COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Public Health Services (Renewal)

EFFECTIVE DATE: 1/1/18

EXPIRATION DATE: 12/31/20

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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.



**BERGEN COUNTY DEPARTMENT OF HEALTH
SERVICES**

**PUBLIC HEALTH
SHARED-SERVICES AGREEMENT
with
Borough of Little Ferry**

THIS AGREEMENT, made on _____, 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 Borough of Little Ferry 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, Borough of Little Ferry ("Municipality") is a Municipal Corporation of the State of New Jersey; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.N.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 Bergen County Department of Health Services ("BCDHS") offers a comprehensive Employee Assistance Program (EAP) including 24/7 availability to municipal staff as a shared service to municipalities; 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 herin; 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 Borough of Little Ferry adopted a resolution dated 2/13/18 authorizing its designee to enter into an agreement with the Bergen County Department of Health Services for the services set forth herin; 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:

The Borough of Little Ferry shall contract with the BCDHS for the following Shared Services:

Public Health Officer

Registered Environmental Health Specialist

Animal Control Services

The Municipality shall be obliged for and agree as follows:

1. Payments:

- a. The Municipality shall pay the BCDHS according to the enclosed schedule for the current agreement. Invoicing for fixed payment amounts shall be made semi-annually with the first payment due no later than the 15th day of May and covering the timeframe of January through June and the second payment due no later than the last business day of November and covering the timeframe of July through December.
- b. For services based on an hourly rate or per unit service charge, the BCDHS will invoice three times per year for the timeframes of January through May, June through October, and November through December of each year. The January thru May invoice will be due no later than the 15th day of May and the June through October invoice will be due no later than the last business day of November. The November through December invoice will be due no later than the last business day of January.

2. 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.

3. Hold Harmless:

- a. 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.
- b. Further, the Municipality shall be responsible for and shall indemnify County and its employees for all costs, injuries or damages, suffered by any County employee while performing his/her duties as a County employee on behalf of the Municipality 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. Any damages or injuries suffered by County employees or County property caused solely by the negligence of the County employee shall be the sole responsibility of the County.

4. 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.

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

2. Duration, Cancellation & Amendments

- a. Term: The BCDHS shall provide the services specified herein from January 1, 2018 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.

6. Attachments

a. Appendix A for each contracted Shared Service:

A-1 Public Health Officer

A-2 Registered Environmental Health Specialist

A-3 Animal Control Services

b. County Freeholders Resolution #1520-15 adopted December 21, 2015

c. Municipality Resolution # 99 adopted 2/13/18

d. Payments Schedule

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).

APPENDIX A-2
REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS)

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).

APPENDIX A-3 ANIMAL CONTROL SERVICES

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 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

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.

SIGNATURES

IN WITNESS WHEREOF, the County of Bergen, and Borough of Little Ferry 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:

By: Boniana Maldonado

Title: Borough Clerk

Date: 2/13/18

MUNICIPALITY

By: Mano D Ray

Title: MAYOR

Date: 2/13/18

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: Julien X. Neals

James J. Tedesco III, County Executive or
Julien X. Neals, Acting County Administrator

Date: 3-22-18

PAYMENTS SCHEDULE
Borough of Little Ferry

2018 Schedule of Services and Fees

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

1. Public Health Officer	\$	13,920.06
• 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	\$	22,714.05
3. Animal Control Services	\$	15,195.18
TOTAL AGREEMENT 2018 COST PER ANNUM:	\$	51,829.29

2018 Pricing Worksheet Borough of Little Ferry

Retail Food Establishment Inspections (RFE):

Risk Type 1: 13 Inspections	X	\$67.22	=	\$873.86
Risk Type 2: 34 Inspections	X	\$100.83	=	\$3,428.22
Risk Type 3: 32 Inspections	X	\$201.65	=	\$6,452.80
Risk Type 4: 4 Inspections	X	\$134.44	=	\$537.76

Temporary Food Event Inspections

Yearly Flat Rate			=	\$367.72
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RFE Plan Reviews

Yearly Flat Rate			=	\$367.72
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Public Recreational Bathing Inspections

2 Inspections	X	\$201.65	=	\$403.30
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Child Care Center Inspections

4 Inspections	X	\$100.83	=	\$403.32
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Kennel, Pet Shop, Shelter/Pound Inspections

1 Inspections	X	\$134.44	=	\$134.44
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Youth Camp Inspections

0 Inspections	X	\$134.44	=	\$0.00
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Tanning & Body Art Facility Inspections

1 Inspections	X	\$134.44	=	\$134.44
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Public Health Nuisance Complaints (2-year average)

25 Investigations	X	\$134.44	=	\$3,361.00
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Animal Bites (2-year average)

15 Investigations	X	\$168.05	=	\$2,520.75
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Foodborne & Communicable Disease Investigations

Yearly Flat Rate			=	\$367.72
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Administration (Court, Board Meetings, OPRA, etc.)

50 Administrative Hours	X	\$67.22	=	\$3,361.00
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Total Yearly Cost of REHS Contracted Services

\$22,714.05