

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: City of Paterson COUNTY: Passaic

RECIPIENT: Borough of Haledon COUNTY: Passaic

BRIEF DESCRIPTION OF SERVICE:

Health Services are provided through this contract between the City of Paterson and the Borough of Haledon.

EFFECTIVE DATE: July 1, 2015

EXPIRATION DATE: June 30, 2016

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT same cost as always no savings.

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.

AGREEMENT BETWEEN THE CITY OF PATERSON

DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH

and THE BOROUGH of HALEDON

THIS is made this 1st day of July 2013 between **THE CITY OF PATERSON** (hereinafter **PROVIDER**) and **THE BOROUGH OF HALEDON** (hereinafter **RECIPIENT**).

WHEREAS, the parties desire to contract for the furnishing of health services of a technical and professional nature by the **PROVIDER** to the **RECIPIENT** pursuant to N.J.S.A. 26:3A2-1 et seq. and N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, public health services are administered in the **BOROUGH OF HALEDON** by the Borough Council through an Advisory Board of Health or Health Authority as prescribed by N.J.S.A. 26:3-1.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

I. RESPONSIBILITIES

1. The **PROVIDER** and **RECIPIENT** shall provide duly licensed or certified personnel to carry out the following recognized public health activities noted in the Public Health Practice Standards of Performance, N.J.A.C. 8:52-1.1 et seq. and appendices thereto, unless otherwise stated below:
2. **PUBLIC HEALTH ADMINISTRATION** (Public Health Practice Standards of Performance, Subchapter 5)
 - a) Health Officer's service to be provided by the Paterson Division of Health's Health Officer or his/her designee.
 - b) Vital Statistics - to be provided by the staff presently employed by the **RECIPIENT**.
3. **HEALTH EDUCATION** (Public Health Practice Standards of Performance, Subchapter 6 and Appendix) - to be provided by the Health Educator of the **PROVIDER** consistent with the Health Education Work Plan of the **PROVIDER**.
4. **PUBLIC HEALTH NURSING SUPERVISION** (Public Health Practice Standards of Performance, Subchapter 7 and Appendix) - to be provided by the **PROVIDER**, consistent with the Public Health Nursing Protocol and Procedure Manual of the **PROVIDER**.
5. **RECREATIONAL BATHING** (Public Health Practice Standards of Performance, Appendix) - to be provided by the Registered Environmental Health Specialist (hereinafter "R.E.H.S.") employed by the **RECIPIENT**.

6. CAMPGROUNDS (Public Health Practice Standards of Performance, Appendix Section I) - to be provided by the R.E.H.S. employed by the RECIPIENT.
7. YOUTH CAMPS (Public Health Practice Standards of Performance, Appendix Section I) - to be provided by the R.E.H.S. employed by the RECIPIENT.
8. FOOD SURVEILLANCE (Public Health Practice Standards of Performance, Appendix Section I) - to be provided by the R.E.H.S. employed by the RECIPIENT. The PROVIDER shall make available, at the PROVIDER'S Health Center, its training program for food service supervisors and food-handling employees of the retail food establishments of the RECIPIENT'S municipality. The PROVIDER may charge attendees in accordance with the ordinance of the PROVIDER. (Certified food protection manager certification for Risk Type 3 and above establishments must be additionally met as mandated by N.J.A.C. 8:24.)
9. OCCUPATIONAL HEALTH SERVICES (Public Health Practice Standards of Performance, Appendix Section I) - to be provided by the RECIPIENT'S R.E.H.S. and/or RECIPIENT'S Public Health Nurse with assistance from the PROVIDER'S Occupational Health Program.
10. PUBLIC HEALTH NUISANCES (Public Health Practice Standards of Performance, Appendix Section I) - to be provided by the R.E.H.S. employed by the RECIPIENT.
11. CONTROL OF COMMUNICABLE DISEASE (Public Health Practice Standards of Performance, Subchapters 7 & 12 and Appendix Section II) - to be provided by the Public Health Nurse employed by the RECIPIENT.
12. PROMOTE AND PROVIDE IMMUNIZATIONS (Public Health Practice Standards of Performance, Subchapters 7 & 13 and Appendix Sections II & IV) - to be provided by appointment only by PROVIDER for children ages 5 through 18 years of age at the Provider's Health Center.
13. RABIES (Public Health Practice Standards of Performance, Subchapter 7A and Appendix II)- Quarantine and release of animals involved in bites and any necessary preparation and transportation of animals to be provided by RECIPIENT. Annual dog census, dog licensing and rabies vaccination clinic(s) to be provided by the RECIPIENT.
14. TUBERCULOSIS CONTROL (Public Health Practice Standards of Performance, Subchapter 7 and Appendix II)- to be provided by the PROVIDER through the utilization of PROVIDER'S Public Health Center Chest Clinic for outpatient treatment and prophylactic medication. Contact follow-up work will be provided by the PROVIDER.
15. SEXUALLY TRANSMITTED DISEASE CONTROL (Public Health Practice Standards of Performance, Subchapters 7 & 13 and Appendix II)- to be provided by the PROVIDER through the utilization of the PROVIDER'S Public Health STD Clinic. Contact investigation

and follow-up will be provided by the PROVIDER.

16. INFANTS AND PRE-SCHOOL CHILDREN (Public Health Practice Standards of Performance, Subchapter 7 and Appendix III) - to be provided by appointment only by the PROVIDER at the Paterson Division of Health Child Health Conference Program upon referral by the employees of the RECIPIENT and upon a concerted effort by the Public Health Nurse of the RECIPIENT to promote attendance of eligible Child Health Conference clients to the PROVIDER'S Child Health Conference Program.
17. LEAD POISONING CONTROL (Public Health Practice Standards of Performance, Subchapters 7 and 7A and Appendix III)- Case Management to be provided by the PROVIDER and environmental investigations to be provided by the R.E.H.S. employed by the RECIPIENT. In addition, the PROVIDER may provide:
 - a) Use of the PROVIDER'S Lead Poison Control Clinic at the Paterson Division of Health including doctors, nurses and counselors for confirmatory tests;
 - b) Technical assistance in epidemiological and environmental investigations including the loan of a lead-paint detector.
 - c) If requested the PROVIDER will provide the services of a New Jersey Certified Lead Inspector/Risk Assessor to conduct lead investigations at a cost to the RECIPIENT of \$92.00/hour on an as needed basis. Lead investigations shall be conducted at a mutually agreed upon time.
18. IMPROVED PREGNANCY OUTCOME (Public Health Practice Standards of Performance, Subchapter 7 and Appendix III)- to be provided by the Public Health Nurse employed by the RECIPIENT.
19. CANCER SERVICES (Public Health Practice Standards of Performance, Subchapters 7 and 13 and Appendix IV) – Referrals to available services to be provided by the PROVIDER.
20. DIABETES CONTROL (Public Health Practice Standards of Performance, Subchapters 7 and 13 and Appendix IV) - Diabetes Educational Programs to be provided by the Public Health Nurse employed by the RECIPIENT. A diabetes education plan and update will be provided by the PROVIDER to the RECIPIENT. Follow-up services, as necessary, are to be provided by the Public Health Nurse of the RECIPIENT.
21. HEART AND CIRCULATORY DISEASE (Public Health Practice Standards of Performance, Subchapters 7 and 13 and Appendix IV) - to be provided by the Public Health Nurse employed by the RECIPIENT. Follow-up, as necessary, is also to be performed by the Public Health Nurse employed by the RECIPIENT.

22. HEALTH FOR OLDER ADULTS (Public Health Practice Standards of Performance, Subchapters 7 and 13 and Appendix IV) - to be provided by the Public Health Nurse employed by the RECIPIENT.
23. HIV/AIDS PREVENTION, testing and counseling (Public Health Practice Standards of Performance, Subchapters 7 and 13 and Appendix II) - to be provided by the PROVIDER'S HIV/AIDS Clinic at the Paterson Division of Health.
24. In compliance with Public Health Practice Standards of Performance, "Modern public health practitioners must be able to use electronic tools and become integrated in an evolving state health information network that will allow them access to real time information upon which to take appropriate actions." The RECIPIENT will provide a computer with internet capability for use by the public health nurse employed by the RECIPIENT.
25. PUBLIC HEALTH EMERGENCY RESPONSE. The RECIPIENT shall provide the PROVIDER with a list of employees that will be on-call on a 24/7 basis in the event of a CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, ENVIRONMENTAL (CBRNE) incident.
26. WORKFORCE CONTINUING EDUCATION and exercises. The RECIPIENT shall ensure that the public health staff shall comply with any continuing education requirements that are necessary in order to maintain their respective licenses/certificates. The public health staff of the RECIPIENT will also assist in the planning process and participate in all CBRNE exercises and drills annually.

II. TERMS AND CONDITIONS

The following terms and conditions shall apply to this Agreement between the parties:

1. Except as otherwise set forth in this Agreement, all of the above activities shall be provided by the PROVIDER to the RECIPIENT, and shall meet the standards stated in the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey. N.J.A.C. 8:52-1.1 et seq. and appendices thereto.
2. The Health Officer of the PROVIDER or his designee shall direct and supervise all public health activities and employees of the RECIPIENT, and, in turn the employees of the RECIPIENT shall report directly to the Health Officer of the PROVIDER. The PROVIDER'S designees shall include but not be limited to: the Director of Public Health Nursing or his/her designee and the Chief R.E.H.S. or his/her designee. The PROVIDER shall provide, in the event of a declared emergency, back-up personnel as may be needed to the RECIPIENT.
3. The RECIPIENT shall, through its Board of Health or Health Authority, appoint the Health

Officer of the PROVIDER as its Health Officer. Subject to the superior authority of the RECIPIENT and its Board of Health Authority, the Health Officer of the PROVIDER shall be the general agent for the enforcement of the RECIPIENT'S ordinances and State laws and all public health services and activities. The RECIPIENT'S attorney will be responsible for the legal review of legal matters brought on behalf of the RECIPIENT.

4. The RECIPIENT shall provide properly credentialed and skilled backup staff to cover responsibilities of the RECIPIENT as noted herein, in the event of sickness or other leave of absence by the RECIPIENT's employees.
5. In the event that the PROVIDER must, in the determination of the Health Officer in order to protect the health of the residents of the RECIPIENT or meet Local, State or Federal requirements, perform any services that are the responsibility of the RECIPIENT as noted in this agreement, the RECIPIENT will reimburse the PROVIDER at the rate of \$50.00 per PROVIDER employee per hour. These costs will be billed to the RECIPIENT on a quarterly basis for reimbursement.
6. In order to verify policy and facilitate solutions of common problems, the PROVIDER'S Health Officer or his designee and the RECIPIENT'S Board of Health or Health Authority shall meet as needed and consideration will be given by the PROVIDER to attend additional meetings for special needs on request of the RECIPIENT with prior reasonable notification.
7. The PROVIDER shall provide the services specified herein from July 1, 2013 through June 30, 2016.
8. Thereafter, this Agreement shall be renewed or modified pursuant to law on an annual basis unless the PROVIDER shall give notice by Certified Mail that it no longer wishes to be bound by this Agreement or the RECIPIENT forwards to the PROVIDER by Certified Mail a certified copy of a Resolution which shall indicate it no longer wishes to be bound by the Agreement and specifies its method of continuing to meet the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52-1.1 et seq. and appendices thereto. Such a Resolution must also be submitted to the New Jersey Commissioner of Health by the RECIPIENT at least six (6) months prior to the proposed withdrawal date.
9. Notices to parties of this Agreement specified in paragraph #6 shall be submitted by January 1st in order to withdraw by July 1st of that year. Failure to give notice by January 1st shall bind the parties for the following year.
10. The total cost to the RECIPIENT for the foregoing services for the thirty-six month period are:

July 1, 2013 through June 30, 2014 is **\$10,805**

July 1, 2014 through June 30, 2015 is **\$11,345**

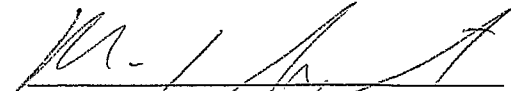
July 1, 2015 through June 30, 2016 is **\$11,345**

11. The PROVIDER shall not be liable to the RECIPIENT for any claims made against it for any damage or injury which may be sustained resulting directly or indirectly from the furnishing of services pursuant to this Agreement.
12. The PROVIDER and RECIPIENT and/or its agents agree to maintain insurance coverage for themselves for all acts or omissions while performing their responsibilities under this Agreement. The RECIPIENT agrees to add the PROVIDER as a named insured on such insurance and agrees to indemnify, hold harmless or defend the City and/or its agents or employees from all liabilities, costs and expenses including counsel fees arising out of such acts or omissions.
13. The RECIPIENT'S cost as noted in #8 above is to be paid by voucher to the PROVIDER within thirty (30) days of receipt of invoice from PROVIDER. The Provider shall invoice the RECIPIENT once per contract year.
14. This Agreement shall be subject to the approval of the State Commissioner of Health.
15. COMPLIANCE WITH LAW. The Parties agree that the services covered by this Agreement shall be provided in full compliance with all federal, state and local laws, rules and regulations, including but not necessarily limited to: the Public Health Practice Standards of Performance of Performance for Local Boards of Health in New Jersey, effective on or about February 18, 2003; and with the Health Insurance Portability and Accountability Act of 1996, as amended and as implemented. The parties agree to execute such other documents as may be needed to ensure full legal compliance.



JOSE "JOEY" TORRES, MAYOR
CITY OF PATERSON

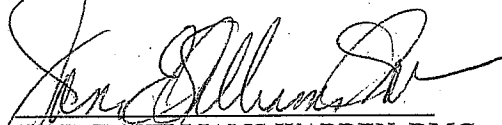
DATE: _____



~~DOMENICK STAMPONE, MAYOR~~ Council President Almeta
BOROUGH OF HALEDON

DATE: 6-16-14

ATTEST:



JANE E. WILLIAMS-WARREN, RMC
CITY CLERK, PATERSON

DATE: 7/15/14

ATTEST:



ALLAN R. SUSEÑ, RMC/CMC
~~CMC~~ MUNICIPAL CLK., HALEDON

DATE: 6-16-14

APPROVED AS TO TERMS BY:



DONNA R. NELSON-IVY, DIRECTOR
DEPT. OF HEALTH & HUMAN SERVICES

DATE: 6/25/14

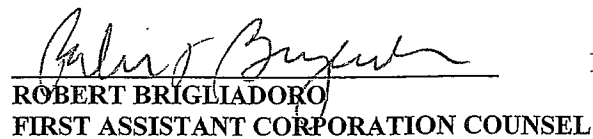
REVIEWED AS TO FORM AND LEGALITY BY:



DAWN BLAKELY-HARPER
ASSISTANT CORPORATION COUNSEL

DATE: 1 July 2014

APPROVED AS TO FORM AND LEGALITY:



ROBERT BRIGLIADORO
FIRST ASSISTANT CORPORATION COUNSEL

DATE: 7/1/14

Resolution of the City of Paterson, N.J.

No. 48

Res. # 14:053

Date of Adoption JANUARY 24, 2014

Division

Factual Contents Certified By

TITLE: RESOLUTION AUTHORIZING THE CITY OF PATERSON TO ENTER INTO A PUBLIC HEALTH SHARED SERVICES AGREEMENT WITH N. HALEDON, HALEDON, HAWTHORNE, PROSPECT PARK, WOODLAND PARK AND TOTOWA

William R. Nelson
Title

1/2/14
Date

Approved As to Form and Legality on Basis of Facts Set Forth

Robert J. Bryeman
CORPORATION COUNSEL

1/2/14
Date

COUNCILPERSON KENNETH MORRIS Introducing the Following Resolution:

WHEREAS, N.J.S.A. 40-65-1 et. seq., known as the "Uniform Shared Services and Consolidation Act," was enacted to facilitate and improve the use of shared and consolidated services among municipalities and other local government entities, so that services may be provided efficiently and effectively; and

WHEREAS, the Boroughs of North Haledon, Haledon, Hawthorne, Prospect Park, Woodland Park and Totowa are in need of public health services for their respective residents and/or employees; and

WHEREAS, the City of Paterson by its Department of Health and Human Services, Division of Health and the named Boroughs wish to enter into a shared services agreement pursuant to N.J.S.A. 26:3A2-1 et seq. in which the City would provide public health services in exchange for payment; and

WHEREAS, the respective municipalities named above will authorize its entering into the shared services agreement with the City of Paterson by resolution of their respective municipality; and

WHEREAS, the Agreement is proposed for a three (3) year period with the option to renew this agreement for an additional two (2) year period under the same terms and conditions.

NOW, THEREFORE BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE CITY OF PATERSON THAT IT HEREBY authorizes the City of Paterson, to enter into public health shared services agreements to the Boroughs of North Haledon, Haledon, Hawthorne, Prospect Park, Woodland Park and Totowa for the purpose of providing health care services in exchange for payment in the attached schedule to their respective municipalities for a three (3) year period from July 1, 2013 to June 30, 2016 with the option to renew this Agreement for an additional two (2) year period under the same terms and conditions.

**RESOLUTION AUTHORIZING THE
CITY OF PATERSON TO ENTER INTO
A PUBLIC HEALTH SHARED SERVICES
AGREEMENT WITH N. HALEDON,
HALEDON, HAWTHORNE, PROSPECT
PARK, WOODLAND PARK AND TOTOWA**

Page 2 of 2

BE IT FURTHER RESOLVED THAT the Mayor and City Clerk are hereby authorized to execute the attached public health shared services agreement with North Haledon, Haledon, Hawthorne, Prospect Park, Totowa and Woodland Park, and that said agreement be in a form approved by the Law Department.

STATEMENT OF PURPOSE

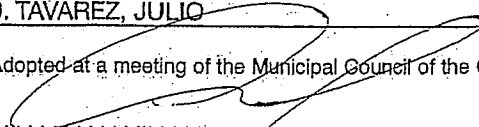
This Resolution authorizes 2013-2016 agreements, under which the City of Paterson, Department of Health and Human Services, Division of Health, provides North Haledon, Haledon, Hawthorne, Prospect Park, Totowa and Woodland Park with health care services in exchange for the aforesaid payment.

SECONDED BY COUNCILPERSON . . . RIGO RODRIGUEZ

Do Not Use Space Below This Line

<i>RECORD OF COUNCIL VOTE ON FINAL PASSAGE</i>	<i>AYE</i>	<i>NAY</i>	<i>ABSTAIN</i>	<i>ABSENT</i>
1. AKHTARUZZAMAN, MOHAMMED	X			
2. COTTON, RUBY N.				X
3. DAVIS, ANTHONY				X
4. McDANIEL, KENNETH				X
5. MCKOY, WILLIAM C.				X
6. MORRIS, KENNETH	X			
7. RODRIGUEZ, RIGO	X			
8. SAYEGH, ANDRE	X			
9. TAVAREZ, JULIO	X			

Adopted at a meeting of the Municipal Council of the City of Paterson, N.J., . . . JANUARY 24, 2014


ANDRE SAYEGH President of the Council


JANE E. WILLIAMS-WARREN City Clerk

This Resolution when adopted must remain in the custody of the City Clerk. Certified copies are available.