



JERLENE H. WORTHY, CLERK
BOARD OF CHOSEN FREEHOLDERS

COUNTY OF MERCER
McDADE ADMINISTRATION BUILDING
640 SOUTH BROAD STREET
P.O. BOX 8068
TRENTON, NEW JERSEY 08650-0068
(609) 989-6584
Fax: (609) 392-0488



October 29, 2018

Mr. Lindsay L. Burbage, Esq, Director
Hamilton Township Department of Law
2090 Greenwood Ave
PO Box 00150
Hamilton, NJ 08650-0150

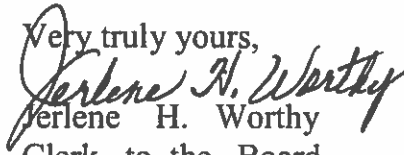
Dear Mr. Burbage

Enclosed please find one (1) executed copy of the Shared Services Agreement with the Township of Hamilton for Public Health Preparedness and Response to Bioterrorism, outbreaks of infectious disease and other public health threats for the period of September 1, 2017 through August 31, 2020.

This document has been signed by the County Executive and Clerk to the Board.

Also enclosed is one (1) certified copy of Resolution No. 2018-463, which authorizes the execution of said Contract.

Please retain these copies of your files.

Very truly yours,

Jerlene H. Worthy
Clerk to the Board
Mercer County Board
Of Chosen Freeholders

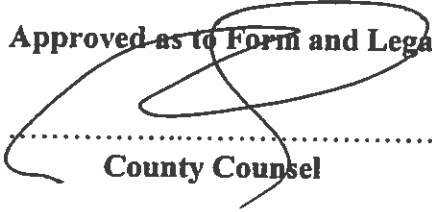
JHW/ew

Encls (2)

CC: Carl Michaels, Program Management Officer- State of New Jersey of Health
Division of Local Government Services ✓
Mercer County Human Services Contract Unit
Mercer County Health Office
Mercer County Shared Services

Approved as to Form and Legality

Date



 County Counsel

October 18, 2018

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF HAMILTON FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO BIOTERRORISM, OUTBREAKS OF INFECTIOUS DISEASE, AND OTHER PUBLIC HEALTH THREATS AND EMERGENCIES FUNDED BY LOCAL CORE CAPACITY INFRASTRUCTURE FOR BIOTERRORISM PREPAREDNESS GRANT (LINCS). PERIOD: SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020 (NO COUNTY FUNDS)

WHEREAS, the Township of Hamilton and the County of Mercer are interested in entering into a Shared Services Agreement, as per N.J.S.A. 40A:65-1, et seq., the Uniform Shared Services and Consolidation Act, to ensure an adequate and appropriate level of county-wide participation and collaboration for public health preparedness and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies; and,

.....
 Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				✓		Koontz	X					
Cimino	X						Melker	X					
Colavita	X					✓	Walter	X					
Frisby				X									

X—Indicates Vote Abs.—Absent N.V.—Not Voting
 Res.—Resolution Moved Sec.—Resolution Seconded

WHEREAS, the New Jersey Department of Health Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant requires a Shared Services Agreement between the County of Mercer Division of Public Health/LINCS agency and local health departments; and,

WHEREAS, it is understood that the County of Mercer and the Township of Hamilton are entering into this Agreement in an effort to maximize benefits and improve Municipal and County interagency collaboration to establish and ensure direction, assessment and planning response coordination for public health readiness; and,

WHEREAS, pursuant to the authority of N.J.S.A. 40A:65-1, et seq., the County of Mercer and the Township of Hamilton have agreed to have the Mercer County Division of Public Health/LINCS agency perform activities required by the LINCS grant for the benefit of the residents of Hamilton Township including, but not limited to: Preparedness Planning and Readiness Assessment, Epidemiological Surveillance, Health Alert Network Communications, Health Risk and Health Information Dissemination, Education and Training; and,

WHEREAS, the County of Mercer will work collaboratively with the Township of Hamilton to assess, plan, implement and evaluate public health preparedness plans, activities, and services in an effort to protect the population of Mercer County from bioterrorism, infectious disease outbreaks, and other public health threats and emergencies; and,

WHEREAS, in exchange for receiving the aforementioned services, the Township of Hamilton agrees to indemnify and hold harmless the County of Mercer for any liabilities which may arise out of using the services provided by the Mercer County Division of Public Health/LINCS agency; now, therefore,

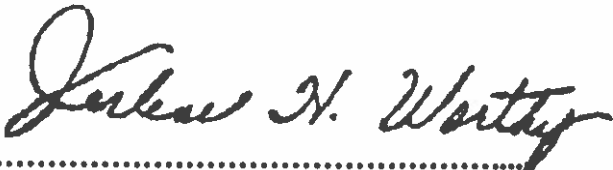
.....
Clerk to the Board

-3-

BE IT RESOLVED, that:

1. The County Executive and Clerk to the Board are hereby authorized to execute a Shared Services Agreement with the Township of Hamilton for shared public health preparedness and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies funded by Local Core Capacity Infrastructure for bioterrorism preparedness grant (LINCS) for the period of September 1, 2017 to August 31, 2020 (No County funds).

2. The Clerk to the Board shall forward an original executed Agreement and certified copy of this Resolution to Lindsay L. Burbage, Esquire, Director, Department of Law, Hamilton Township Department of Law, 2090 Greenwood Avenue, P.O. 00150, Hamilton, New Jersey 08650-0150; and one (1) copy of each to Carl Michaels, Program Management Officer, State of New Jersey, Department of Health, H&A Building – Room #483, 369 South Warren Street, P.O. Box 360, Trenton, New Jersey 08625-0360; and one (1) copy of each to the Division of Local Government Services, NJDCA, P.O. Box 800, Trenton, NJ 08625-0800; and one (1) copy of each to the Mercer County Department of Human Services Contract Unit; and one (1) copy of each to the Mercer County Health Officer; and one (1) copy of each to the Office of Shared Services.



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Clerk to the Board

**PUBLIC HEALTH SHARED SERVICES PARTNERSHIP AGREEMENT
BETWEEN
THE COUNTY OF MERCER
AND THE
TOWNSHIP OF HAMILTON
FOR
PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO BIOTERRORISM,
OUTBREAKS OF INFECTIOUS DISEASE, AND OTHER PUBLIC HEALTH
THREATS AND EMERGENCIES**

AN AGREEMENT, entered into between the COUNTY OF MERCER, having its principal office at 640 South Broad Street, McDade Administration Building, P.O. Box 8068, Trenton, New Jersey 08650-0068 hereinafter referred to as the "Mercer County LINCS Agency" and the TOWNSHIP OF HAMILTON, having its principal office at 2090 Greenwood Avenue, P.O. Box 00150, Hamilton, New Jersey 08650-0150 hereinafter referred to as the "Local Health Department," to ensure an adequate and appropriate level of countywide participation and collaboration for public health preparedness and response to bioterrorism, outbreaks of infectious disease and other public health threats and emergencies, and in accordance with the requirements of the New Jersey Department of Health's Local Core Capacity Infrastructure for Bioterrorism Grant.

WHEREAS, the County of Mercer has created the Mercer County LINCS Agency pursuant to N.J.S.A. 26:3A2-1 et seq., to provide an array of public health services; and

WHEREAS, the New Jersey Department of Health has designated the Mercer County LINCS Agency as the Local Information Network and Communication System – LINCS – agency for Mercer County; and

WHEREAS, the Mercer LINCS Agency has applied for a Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant with the New Jersey Department of Health (NJDOH); and

WHEREAS, in the interest of public health preparedness and response, effective and coordinated countywide public health systems must be created utilizing the valuable assets, talents and experience residing in local health departments and LINCS agencies throughout the State; and

WHEREAS, the Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant requires public health shared partnership services agreements between the Mercer County LINCS Agency and local health departments to cooperatively work to plan and implement approved activities and work plan for Mercer County; and

WHEREAS, Township of Hamilton, herein after known as the “Local Health Department,” cooperatively work with the Mercer County LINCS Agency for the planning and implementation of State approved services/activities for bioterrorism, infectious disease outbreaks, and other public health threats and emergencies preparedness and response for Mercer County; and

WHEREAS, the parties to this agreement are authorized to contract for said services pursuant to N.J.S.A. 40:65A-7 et seq.;

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other considerations between the parties, the parties do hereby mutually agree as follows:

1. General Provisions

The Mercer County LINCS Agency Health Officer, his/her Local Core Capacity Infrastructure personnel and other designated staff and the Local Health Department’s Health Officer and his/her designated staff shall work in collaboration with each other and in partnership with other the key public health care partners in Mercer County, including but not limited to offices of emergency management, emergency medical services, local first responders, physicians and health care providers, hospitals and health care facilities, local health departments, academic institutions, and with the New Jersey Department of Health, the New Jersey Division of State Police, New Jersey Department of Environmental Protection, and other State and local public health system members in assessing, planning, implementing, and evaluating plans, activities and services for public health care system preparedness and response, and for protecting the population of Mercer County from bioterrorism, infectious disease outbreaks, and other public health threats and emergencies.

2. LINCS Agency Activities

The Mercer County LINCS Agency has agreed with the New Jersey Department of Health to build a public health infrastructure unit within its organization by hiring qualified personnel and supporting NJDOH to assist in implementing State approved activities in its Local Core Capacity Infrastructure for Bioterrorism grant, including LINCS Coordinator/Health Educator/Risk Communicator, Information Technology Specialist, BT Public Health Nurse, and shall perform activities required by the grant, in cooperation with the Local Health Department, for the benefit of all local health department jurisdictions, their municipalities and residents, including but not limited to:

a. Preparedness Planning and Readiness Assessment: Establish and ensure countywide strategic leadership, direction, assessment, and planning/response coordination to ensure readiness, interagency collaboration, local and regional preparedness for bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies within the county.

b. Health Alert Network, and Communications and Information Technology: Establish, maintain, and ensure the use of a network that will support the exchange of key information and training over the Internet by linking public health and private partners on a 24/7 basis; provide for rapid dissemination of public health alerts and advisories; ensure secure electronic data exchange between public health partners' computer systems; and ensure protection of data, information, and systems, with adequate backup, organizational, and surge capacity to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

c. Communicating Health Risks and Health Information Dissemination: Ensure effective risk communications capacity that provides for timely information dissemination within the county to citizens during a bioterrorist attack, outbreaks of infectious disease, or other public health threat or emergency; train key individuals in communication skills; identify key spokespersons; develop/disseminate/evaluate printed materials; ensure timely reporting of critical information; develop/implement/evaluate the effectiveness of health education strategies; and effectively interact with the public.

d. Education and Training: Ensure the development and provision of training for key public health professionals and other public health partners related to preparedness for and response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies, and ensure the effective coordination, marketing, facilitation and provision of needed education and training to key target audiences through multiple channels, including academic institutions, distance learning, and other sources.

e. Public Health Nursing: Ensure that public health nursing functions and personnel are included in planning and training for response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies, and ensure the effective countywide coordination of public health nurses in preparation for and in response to such occurrences.

3. Local Health Department Activities

The Local Health Department, pursuant to the terms and objectives of the Local Core Capacity Infrastructure for Bioterrorism Grant and this public health shared services agreement, agrees to:

a. recognize the Mercer County LINCS Agency, its Core Capacity Infrastructure staff and NJDOH as the planning and coordinating entity for countywide public health preparedness/response, as designated by the New Jersey Department of Health, and will work jointly with the Mercer County LINCS agency, NJDOH staff in determining the delineation of responsibilities of the Mercer County LINCS Agency, the Local Health Department and other key local public health system partners in addressing bioterrorism, outbreaks of infectious diseases, and other public health threats and emergencies.

b. with the knowledge and invited participation of the Local Health Department's Health Officer, allow the Mercer County LINCS Agency Health Officer, Core Capacity Infrastructure personnel, NJDOH, and other designated staff to work within the Local

Health Department's jurisdiction and directly with key public health partners and facilities to meet grant objectives and perform required activities.

c. assist in the identification of other local public health system partners within its jurisdiction for inclusion in preparedness planning, surveillance, education/training, communication, and response activities, and to facilitate linkages, communication and the exchange of data/information between those partners, the Local Health Department, the Mercer County LINCS Agency, and the New Jersey Department of Health.

d. cooperatively work as a partner with the Mercer County LINCS Agency and NJDOH staff, and ensure that the Local Health Department's Health Officer and other key staff participate in planning meetings; readiness assessment activities; surveillance monitoring and the collection of data and information; information dissemination and communication, including development and maintenance of the LINCS Community Health Alert and Information Network (CHAIN); education and training; drills and exercises, emergency response and other activities referred to above in 2(a)-(h); and, provide input and guidance, and assist in and facilitate the performance of required grant activities within its jurisdiction. Cooperate with the Mercer County LINCS Agency, NJDOH staff, and other public health care partners to assure the completion of required grant activities in accordance with deadlines established in the Local Core Capacity Infrastructure Grant.

e. participate in the development and practice of a preparedness/response plan, including staff support and involvement that assures the appropriate development of the plan and public health emergency response within the Local Health Department's jurisdiction.

f. ensure the availability of the Local Health Department's Health Officer and other key staff on a 24/7 basis to exchange data and information with the Mercer County LINCS Agency and NJDOH staff, and to respond to, investigate, collect/submit specimens, and control illnesses or other health threatening conditions resulting from bioterrorism, outbreaks of other infectious diseases, and other public health threats and emergencies within its jurisdiction.

g. ensure the use of statewide, integrated surveillance systems (CDRSS) and epidemiologic capacity for the rapid detection and control of unusual outbreaks of illness that may be the result of bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

h. to ensure community preparedness and prophylaxis, acknowledge responsibility for the planning for and operation of jurisdictional points of distribution including defined staff roles and responsibilities.

4. Mutual Aid

In the event of a bioterrorist event or incident, outbreak of infectious disease, or other public health threat, emergency event or incident, the Mercer County LINCS Agency and Local Health Department agree to provide each other and any other local health department with mutual aid in the form of human resources, materials, supplies, equipment, etc. to support the public health response to the incident, contain the threat, and protect the public's health. Mutual aid shall be requested and provided for large-scale incidents or other incidents that tax the resources of the impacted local health department, or that would otherwise result in an inadequate public health response. Mutual aid involving multiple local health department jurisdictions within the county will be coordinated by the Mercer County LINCS Agency and with the Local Health Departments. For multi-county incidents, mutual aid will be coordinated by the NJDOH Regional Planner/Coordinators in cooperation with the LINCS Agencies and the effected local health departments.

5. Cost of Agreement

There is no cost to the Local Health Department nor the municipalities within its jurisdiction associated with the provision of services and the implementation of activities under this Agreement. However, the Local Health Department will designate appropriate staff and provide for the fullest participation of the Health Officer and other key personnel to support and implement activities under this Agreement.

6. Term of Agreement

This Agreement shall take effect on September 1, 2017 and shall remain in effect until August 31, 2020, unless terminated by either party in accordance with section 7, below.

7. Termination

This Agreement may be terminated by either party upon written notice by the party desiring to terminate said agreement. Such notice shall be given no later than sixty (60) days prior to the termination date.

8. Approval

This Agreement and any amendments hereto, shall be subject to the formal approval of the respective governing bodies as required. The Agreement shall be submitted for review and acceptance of the New Jersey Department of Health, Division of Local Health and Emergency Services.

9. Copy

a. A copy of the fully executed Agreement is to be maintained on file at the administrative offices of both the Local Health Department and Mercer County LINCS

Agency, and are subject to review by the NJDOH and other interested parties as provided by the Open Public Records Act.

b. In accordance with the N.J.S.A. 40A:65-7, a copy of this fully executed agreement shall be filed by the local authorities with: NJDCA, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, New Jersey 08625-0803

10. Statutory Authority

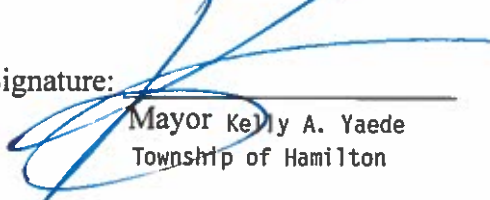
Nothing in this Agreement shall be construed as a weakening or diminishing of the Local Health Department's, LINCS Agencies, and/or NJDOH' statutory authority or responsibility to provide public health services.

WE, THE UNDERSIGNED consent to the contents, terms and conditions of this Agreement.

For The Mercer County LINCS Agency:

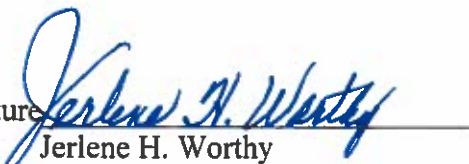
For the Local Health Department:


Signature: 
Brian M. Hughes
County Executive

Signature: 
Mayor Kelly A. Yaede
Township of Hamilton

ATTEST:

ATTEST:

Signature: 
Jerlene H. Worthy
Clerk to the Mercer County
Board of Chosen Freeholders

Signature: 
Municipal Clerk
Eileen A. Gore, RMC, CMC, MMC
Township of Hamilton

Dated: 10/24/18

Dated: 9/13/18

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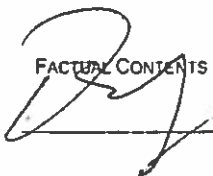
TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 18 221

APPROVED AS TO FORM AND LEGALITY


TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY


TITLE

RESOLUTION AUTHORIZING A PUBLIC HEALTH SHARED SERVICES PARTNERSHIP AGREEMENT WITH THE COUNTY OF MERCER FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO BIOTERRORISM, OUTBREAKS OF INFECTIOUS DISEASE, AND OTHER PUBLIC HEALTH THREATS AND EMERGENCIES (\$0 MAXIMUM)

Whereas the County of Mercer has created the Mercer County LINCS Agency pursuant to N.J.S.A. 26:3A2-1 et seq., to provide an array of public health services; and

Whereas the New Jersey Department of Health ("NJDOH") has designated the Mercer County LINCS Agency as the Local Information Network and Communication System - LINCS - agency for Mercer County; and

Whereas the Mercer County LINCS Agency has applied for a Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant with the NJDOH; and

Whereas in the interest of public health preparedness and response, effective and coordinated countrywide public health systems must be created utilizing the valuable assets, talents and experience residing in local health departments and LINCS agencies throughout the State; and

Whereas the Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant requires public health shared partnership services agreements between the Mercer County LINCS Agency and local health departments to cooperatively work to plan and implement approved activities and a work plan for Mercer County; and

Whereas the Township of Hamilton is desirous of having its local health department work cooperatively with the County of Mercer for the planning and implementation of State approved services/activities for bioterrorism, infectious disease outbreaks, and other public health threats and emergencies preparedness and response for Mercer County, at no cost to the Township; and

Whereas the parties to this agreement are authorized to contract for said services pursuant to N.J.S.A. 40:65A-7 et seq.; and

Whereas this agreement shall be in effect for the period of September 1, 2017 to August 31, 2020; and

Whereas this agreement is in the best interest of the citizens of the Township;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the proper officials of the Township of Hamilton are authorized to execute the aforementioned Public Health Shared Services Partnership Agreement with the County of Mercer.

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18 221

**TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY**

RESOLUTION No. 18 221

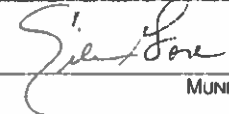
RESOLUTION AUTHORIZING A PUBLIC HEALTH SHARED SERVICES PARTNERSHIP AGREEMENT WITH THE COUNTY OF MERCER FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO BIOTERRORISM, OUTBREAKS OF INFECTIOUS DISEASE, AND OTHER PUBLIC HEALTH THREATS AND EMERGENCIES (\$0 MAXIMUM)

Be It Further Resolved that the agreement shall take effect upon the adoption of the appropriate resolution by the County of Mercer and the execution of the contract by the parties in accordance with N.J.S.A. 40A:65-7 et seq.

18 221

ADOPTED BY COUNCIL ON AUGUST 21, 2018


PRESIDENT

DATE 
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N V	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓				✓	
RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded