

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Freehold Twp. COUNTY: Monmouth

RECIPIENT: Lipper Freehold Twp COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Freehold Twp. to supply health services

EFFECTIVE DATE: 1/1/2016

EXPIRATION DATE: 12/31/2016

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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

This agreement, made this 1<sup>st</sup> day of January, 2016 between Board of Health and the Township Committee of the Township of Freehold, a municipal corporation of the State of New Jersey, hereinafter referred to as “Provider,”

And the Board of Health and the Township Committee of the Township of Upper Freehold Township, a municipal corporation of the State of New Jersey, hereinafter referred to as “Recipient.”

Whereas, the parties desire to contract for the furnishing of health services of a technical and professional nature by the provider to the recipients, pursuant to N.J.S.A. 26:3A2-1, et seq. and N.J.S.A., 40A65-1 et seq., and

Whereas, this agreement supersedes any previous contract and/or agreement,

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

1. The Provider shall provide a duly licensed Health Officer, Registered Environmental Health Specialists and specialized regional expertise to meet N.J.A.C. 8:52, the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey. The provider shall also administer and enforce N.J.S.A. Title 26 and relevant sections of N.J.S.A., Title 58.
2. Services from the Provider shall include: Administrative Services pursuant to 8:52-5, Assurance of Workforce Competencies pursuant to 8:52-8, Maintenance of Community Public Health Partnerships pursuant to 8:52-9, Monitoring of Community Health Status pursuant to 8:52-10, Assistance and Support of Policy Development pursuant to 8:52-11, Diagnosis and Investigations of Health Problems and Hazards pursuant to 8:52-12, Public Health Nursing Services pursuant to 8:52-7, and the Enforcement of Public Health Laws pursuant to 8:53-14. In addition, the provider shall perform Environmental Health, Communicable Disease, Maternal and Child Health, and Adult Health activities according to the programmatic Guidelines for Best Practices.
3. Additional services shall include environmental activities including the investigation of environmental complaints, surface and ground water protection and monitoring, septic system permitting and inspection, and emergency response as specified in the Health Annex of the Upper Freehold Township Emergency Response Plan.
4. The provider will oversee and manage a contract for an emergency notification system and act as liaison for the Township of Upper Freehold with the contract service provider.

5. The health officer of the provider shall direct and supervise all public health activities and employees of the recipients and shall be the enforcement agent of the recipient for its ordinances and the sanitary laws of the state.
6. The provider shall provide the services specified from January 1, 2016 through December 31, 2016 at a base cost of \$61,048 per year plus an additional \$3,066 for public health nursing services, \$3,835 for the regional public health expertise and \$2000 for the emergency notification system. Invoices shall be billed quarterly and the procedure for payments (see N.J.S.A. 40A65-1 et seq.) is to be on township voucher on the 15<sup>th</sup> of March, June, September and October.
7. In addition to the base fee, there will be a per diem charge for Board of Health, Planning and Zoning reviews for subdivision, site plans and historical pesticide reports. The fee will be set at \$82.50 per hour for the services of the Health Officer and at \$61.00 per hour for the services of the Principal Sanitary Inspector. Soils witnessing shall be billed at \$37.00 per soil log. There will be an additional one-time daily travel fee of \$35.00 for witnessing of soils. The procedure for payments (see N.J.S.A. 40-8A-6A) is to be on township voucher on the 15<sup>th</sup> of March, June, September and October.
8. In addition to the base fee, there will be an additional assessment of \$150 for every septic system certificate of compliance issued above and beyond the initial 75 certificates. This number will be based upon the number of certificates issued between November 1<sup>st</sup> of a given year and October 31<sup>st</sup> of the following year. If there is a balance payable to the Township of Freehold, that balance must be paid within 60 days, before the end of that calendar year.
9. Freehold Township represents that it has liability insurance having a limit of not less than \$500,000.00 for injury to one and \$1,000,000.00 for injury to more than one person in any one accident or occurrence and for loss or damage to property or any one or more persons for not less than \$1,000,000.00. The policy of insurance shall be of a company licensed to do business in the State of New Jersey and shall Upper Freehold Township as an additional insured.
10. Freehold Township agrees to indemnify and hold Upper Freehold Township, its employees, agents, subcontractors and volunteers from all liability, free and harmless from any and all claims, liabilities, losses, damages, or expenses of whatever nature and kind causally connected to the negligence of Freehold Area Health Services' employees when performing work under this agreement.
11. Either recipient or provider may withdraw from this contract by adoption of a resolution. A certified copy of such a resolution shall be submitted to the provider or recipient at least six (6) months prior to the date of intended withdrawal. Unless either party initiates a six-month withdrawal resolution, this contract will be automatically renewed. The withdrawing party will submit any notification of withdrawal to the New Jersey State Commissioner of Health at least six (6) months prior to the withdrawal date.

In witness whereof, the parties hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporate seals to be hereto affixed as of the day and the year first shown above.

Jeresa Warner  
CLERK, TOWNSHIP OF FREEHOLD

Barbara J McMoran  
MAYOR, TOWNSHIP OF FREEHOLD

[Signature]  
SECRETARY, BOARD OF HEALTH  
TOWNSHIP OF FREEHOLD

[Signature]  
PRESIDENT, BOARD OF HEALTH  
TOWNSHIP OF FREEHOLD

Dana L. Tyler  
TOWNSHIP CLERK,  
TOWNSHIP OF UPPER FREEHOLD

[Signature]  
MAYOR,  
TOWNSHIP OF UPPER FREEHOLD

Betty L. Tindall  
SECRETARY, BOARD OF HEALTH  
TOWNSHIP OF UPPER FREEHOLD

[Signature]  
PRESIDENT, BOARD OF HEALTH  
TOWNSHIP OF UPPER FREEHOLD