

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Monmouth County Regional Health Commission No. 1 COUNTY: Monmouth

RECIPIENT: Township of Middletown COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Public Health Services

EFFECTIVE DATE: January 1, 2016

EXPIRATION DATE: December 31, 2016

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.

RESOLUTION NO. 16-103

**TOWNSHIP OF MIDDLETOWN
COUNTY OF MONMOUTH**

**RESOLUTION AUTHORIZING PAYMENT UNDER SHARED SERVICE AGREEMENT WITH
MONMOUTH COUNTY REGIONAL HEALTH COMMISSION NO. 1 FOR PUBLIC HEALTH SERVICES**

WHEREAS, hundreds of thousands of dollars of savings have been achieved since utilizing the shared services of the Monmouth County Regional Health Commission No. 1 ("the Commission") beginning six years ago for the provision of mandatory public health services pursuant to Title 26 rather than hiring a new licensed health officer, support personnel and purchasing equipment within the Township; and

WHEREAS, the Commission has presented the Township with its formula-based pro rata costs for the provision of such services consisting of assessments for Public Health Administration services, Public Health Nursing services and Health Consortium services (Epidemiology and Health Education) in the amount of \$150,967 in 2016 pursuant to the pre-existing Shared Services Agreement between the parties. Additional fees for obtaining National Public Health Accreditation will be offset by in-kind participation with Township staff. A yearly credit for providing computer services to the Commission by the Township has also been applied.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Middletown that the Mayor and Chief Financial Officer are hereby authorized and directed to pay the Monmouth County Regional Health Commission No. 1 for the provision of public health services required by law in the amount of \$150,937 for 2016 pursuant to the terms and conditions of the 2016 Agreement between the Township and the Commission.

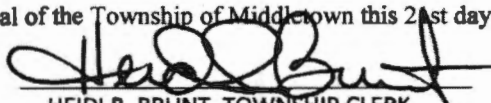
MIDDLETOWN TOWNSHIP COMMITTEE

| Committee Member | Approved | Opposed | Abstain | Absent |
|-------------------|----------|---------|---------|--------|
| A. Fiore | X | | | |
| S. Massell | X | | | |
| S. Murray | | | | X |
| G. Scharfenberger | X | | | |
| K. Settembrino | X | | | |

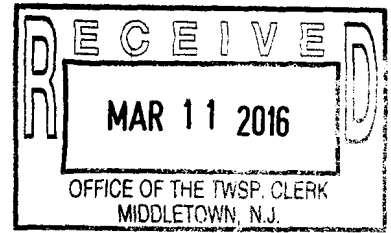
CERTIFICATION

I, Heidi R. Brunt, Township Clerk of the Township of Middletown, hereby certify the foregoing to be a true copy of a resolution adopted by the Middletown Township Committee at their meeting held March 21, 2016.

WITNESS, my hand and the seal of the Township of Middletown this 21st day of March, 2016.


HEIDI R. BRUNT, TOWNSHIP CLERK

3/21/16
186



**SHARED SERVICES AGREEMENT
FOR LOCAL PUBLIC HEALTH SERVICES**

THIS SHARED SERVICES AGREEMENT made this 1st day of February 2016 ("Effective Date") by and between **MONMOUTH COUNTY REGIONAL HEALTH COMMISSION NO. 1** ("Provider") with principal offices located at 1540 West Park Avenue, Suite 1, Ocean, New Jersey 07712, and **THE TOWNSHIP OF MIDDLETOWN** ("Recipient"), a township in the County of Monmouth, State of New Jersey, with principal offices located at 1 Kings Hwy, Middletown, New Jersey 07748. Fair Haven and Middletown will be collectively referred to herein as the "Parties."

Scan Contracts - general file Agreement

WITNESSETH

WHEREAS, the "Uniform Shared Services and Consolidation Act" N.J.S.A. 40A:65-1 through 40A:65-35 ("the Act"), authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, Pursuant to the provisions of the "Local Health Services Act" N.J.S.A. 36:3A2-1 et seq. ("the Health Act"), the Parties enter this Agreement for the purpose of ensuring a public health program in accordance with N.J.S.A. 26:3A2-1 et seq., N.J.S.A. 40:8A-1 et seq. and specific portions of N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey; and

WHEREAS, the purpose of this Agreement is to contract for the furnishing of Public Health Services by Provider to Recipient, in accordance with all applicable local ordinances. This Agreement supersedes and replaces all prior agreements between the parties for the provision of such services.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

A. ADMINISTRATION

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient.
2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities. These services shall not encompass Animal Control, Registrar, Welfare and Substance Abuse.

3. The Health Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality.
5. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, within the Recipient municipality.
6. The Health Officer shall lead the investigation of and coordinate the public health response to all emergencies, disasters and/or hazardous situations within the Recipient's municipality.
7. The Provider and its Health Officer shall respond 24/7/365 with a 3-by-3 redundancy/back-up (3 staff with 3 means of contact) for all emergencies, disasters and/or hazardous situations.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties. The PROVIDER may employ sub-contractors for the purpose of providing any public health services for which the PROVIDER does not have properly qualified personnel in its employ. This shall be at no additional cost to the RECIPIENT.
9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others, as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements set forth at Public Health Practice Standards of Performance for Local Boards of Health, N.J.A.C. 8:52, and Licensure of Persons for Public Health Positions, N.J.A.C. 8:7. The RECIPIENT shall have the ability to designate a third party public nursing service at its sole discretion.

10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future employees of the Recipient shall be under the administrative direction of the Health Officer.
11. Recipient shall provide qualified personnel for the following staff positions: REHS STAFF. With the exception of plumbing, the RECIPIENT agrees to employ at least two (2) licensed Registered Environmental Health Specialists on a full-time basis to carry out the public health activities not provided by the PROVIDER. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties. If Recipient fails to provide qualified personnel as set forth in this paragraph, Provider shall provide same at Recipient's sole cost and expense.
12. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health Officer or designee shall attend regular and special meetings of the Recipient's Board of Health, and Recipient shall notify Health Officer of the meeting schedule.
15. The Health Officer shall regularly provide the Recipient and its Board of Health with performance and activity reports.
16. The Health Officer shall provide the Recipient and its Board of Health with an annual report after the close of the calendar year, but no later than March 31 of the following year.
17. Recipient shall be a CONTRACT Member of the Commission. If Recipient is a Voting Member of the Commission, Recipient's Board of Health, or if none, Recipient's governing body, shall appoint one Commissioner and one alternate Commissioner, and the appointments shall be communicated by Recipient in writing to the Commission. In the event Recipient's Commissioner and alternate Commissioner are absent from Commission meetings for six (6) consecutive months, Recipient shall not thereafter be counted toward a quorum unless and until a Commissioner or alternate Commissioner of Recipient resumes attendance at Commission meetings.

18. Provide public health nursing services as required or agreed upon by both the Recipient and the Provider.

B. SERVICES

Provider shall perform all public health services required by Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, with the exception of: REHS SERVICES.

1. The RECIPIENT shall provide its own Registrar of Vital Statistics, who shall be responsible for meeting the Standards of Performance for Vital Records and Statistics.
2. The RECIPIENT shall provide adequate clerical staff within its municipal building to issue licenses and permits, receive complaints and perform Board of Health secretarial duties.
3. The RECIPIENT shall provide for the licensing, annual canvass of unlicensed dogs and a rabies clinic. The fees received by the RECIPIENT for the licensing of dogs shall be deposited in a dog trust account and the payment of personnel for the anti-rabies clinics shall be paid by the RECIPIENT from said account. The RECIPIENT shall be responsible for securing adequate animal control services at the expense of the RECIPIENT.
4. The RECIPIENT shall provide certain information technology related services for the PROVIDER, namely the hosting of a licensed Windows-based server with a dedicated Internet line for a year one credit of \$4,160.00 and then \$3,000.00 per year thereafter to be applied against any fees assessed to the RECIPIENT under Section E of this Agreement by the PROVIDER. After the initial two (2) year period, these credits may be adjusted by rider.

C. PUBLIC HEALTH PRIORITY FUNDING

1. The Provider's Health Officer shall assume responsibility and complete in a timely manner the annual Public Health Priority Funding Application, if eligible.
2. Public Health Priority Funding received by the Provider, if any, shall be used to partially support and provide a public health program meeting State standards to the Provider's jurisdiction, including the Recipient's municipality, in accordance with State guidelines.

D. INSURANCE

Upon request, Provider and Recipient shall exchange Certificates of Insurance or other proof of general liability insurance with limits of not less than \$1 million/\$2 million.

E. FINANCIAL TERMS

1. The annual budget for the operation of the Commission for the ensuing year shall be prepared by the Health Officer and Chief Financial Officer, subject to the advice of the Commission members. The budget shall be adopted and approved by a majority vote of the Commission members no later than December 15th of each year and shall specify each participating municipality's apportioned share of the total budget. Two (2) months prior to the end of each calendar year, the Health Officer of the PROVIDER shall furnish to the RECIPIENT the projected cost to the RECIPIENT for the next calendar year. The annual payment for the RECIPIENT shall be set for the Initial Term as further defined herein. Annual payment term set pursuant to Rider attached hereto.
2. Commission shall, not less frequently than quarterly, render to Recipient invoices for equal installment payments of Recipient's apportioned share of the total budget for the year. After the Initial Term, should the Commission's budget be amended during the course of a fiscal year, the subsequent invoices for the fiscal year will be adjusted accordingly.
3. Invoices shall be due and payable in full within sixty (60) days of date of invoice. In the event any invoice is not paid within sixty (60) days, the Commission may declare the Recipient in default of this Agreement and may avail itself of any and all legal and equitable remedies available.
4. After the Initial Term, RECIPIENT's share of the Commission's yearly costs and expenses as provided for in its approved annual budget shall be apportioned according to a system comprise of overhead costs apportioned by population and direct service costs apportioned by a three (3) year weighted workload based average.
5. All license fees and permit fees regularly collected by the RECIPIENT exclusive of nursing services and clinical fees, shall be collected by the RECIPIENT and deposited in a general revenues account of the RECIPIENT for the use of the RECIPIENT.

F. DURATION

The terms of this Agreement shall be for a minimum of two (2) years. This Agreement is effective beginning on January 1, 2016 and ending on December 31, 2017, unless otherwise terminated as set forth herein.

G. EXTENSION OF TIME

The terms of this Agreement shall be automatically extended for successive two (2) year periods unless renegotiated or terminated by either party provided that after the initial two (2) year period RECIPIENT shall have the un-restricted right to terminate this Agreement upon six (6) months written notice as provided in N.J.S.A. 26:3A2-12.

H. TERMINATION

In accordance with the provisions set forth at N.J.S.A. 26:3A2-12, either party may terminate this Agreement after participation for not less than 2 years, by providing six (6) months advance written notification to the Provider and to the New Jersey State Commissioner of Health declaring its intention to withdraw by certified copy setting forth the date of withdrawal. Such notification shall be via first class United States Postal Service certified and return receipt mail.

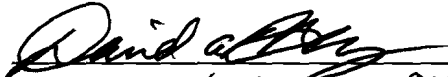
I. COPY

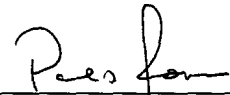
- a. A copy of this signed Agreement shall be submitted to the New Jersey Department of Health and Senior Services, Division of Health Infrastructure Preparedness and Emergency Response, Office of Public Health Infrastructure, Post Box 360, Trenton, NJ 08625-0360.
- b. Pursuant to the provisions set forth at N.J.S.A. 40A:65-4(b) a copy of this fully executed Agreement shall be filed, for informational purposes, by the local authorities with the NJ Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, Post Box 803, Trenton, NJ 08625-0803.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first above written.

ATTEST:

MONMOUTH COUNTY REGIONAL
HEALTH COMMISSION NO. 1

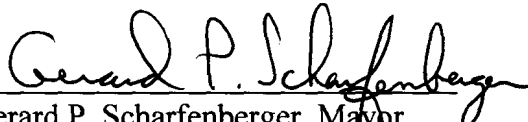

David A. Hines, Health Officer


Paul J. Rando, President

ATTEST:

TOWNSHIP OF MIDDLETOWN


Heidi R. Brunt, Municipal Clerk


Gerard P. Scharfenberger, Mayor

Heidi,
Here is the signed
Regional Health
Contract.
Although Brian never
changed the prior
on page 4, we are
fixing it on the bill
no problems Rich

RESOLUTION NO. 16-83

**TOWNSHIP OF MIDDLETOWN
COUNTY OF MONMOUTH**

**RESOLUTION AUTHORIZING NEW SHARED SERVICES AGREEMENT WITH
MONMOUTH COUNTY REGIONAL HEALTH COMMISSION NO. 1 FOR PUBLIC
HEALTH SERVICES AND THE TOWNSHIP PROVIDING IT-RELATED SERVICES**

WHEREAS, hundreds of thousands of dollars of savings have been achieved since utilizing the shared services of the Monmouth County Regional Health Commission No. 1 (“the Commission”) beginning six years ago for the provision of mandatory public health services pursuant to Title 26 rather than hiring a new licensed health officer, support personnel and purchasing equipment within the Township; and

WHEREAS, the Commission has requested that the Township provide it with certain IT-related services, namely hosting a server for the Commission utilizing the Township’s IT personnel, with a credit being applied against the cost of the Commission’s public health services provided to the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Middletown that the Mayor is hereby authorized and directed to execute a new Shared Services Agreement with the Monmouth County Regional Health Commission No. 1 for the provision of public health services required by law pursuant to the terms and conditions of the Agreement attached hereto and made part hereof.

MIDDLETOWN TOWNSHIP COMMITTEE

| Committee Member | Approved | Opposed | Abstain | Absent |
|----------------------|----------|---------|---------|--------|
| A. Fiore | X | | | |
| S. Massell | X | | | |
| S. Murray | X | | | |
| K. Settembrino | X | | | |
| Mayor Scharfenberger | X | | | |

CERTIFICATION

I, Heidi R. Brunt, Township Clerk of the Township of Middletown, hereby certify the foregoing to be a true copy of a resolution adopted by the Middletown Township Committee at their meeting held February 1, 2016.

WITNESS, my hand and the seal of the Township of Middletown this 1st day of February, 2016.


HEIDI R. BRUNT, TOWNSHIP CLERK